



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 20, 2016, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 42 South Plano Street. Agency Negotiators: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and The Barn Theater. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 240-050-026. Agency Negotiators: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and Porterville Masonic Properties, Inc. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Steve Kabot. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Maria Ventura. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Lonnie Wesson v. City of Porterville et al., Tulare County Superior Court Case No. VCU260276.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

**6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON
REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Council Member Gurrola

Invocation

PROCLAMATIONS

Adult Literacy Awareness Month - September 2016
Relay for Life Days - October 1st & 2nd, 2016

PRESENTATIONS

Employee of the Month -- Clyde Loflin
Employee Service Awards

AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

1. Tulare County Association of Governments (TCAG) - September 19, 2016

REPORTS

This is the time for all committee/commission/board reports; subcommittee reports; and staff informational items.

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - September 1, 2016
 2. Library & Literacy Commission - September 13, 2016
 3. Arts Commission - September 14, 2016
 4. Animal Control Commission - September 19, 2016
 5. Youth Commission - September 12, 2016
 6. Transactions and Use Tax Oversight Committee (TUTOC) - August 25, 2016
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

1. **City Council Minutes of September 6, 2016, and September 8, 2016**
Re: Considering approval of the draft Minutes of September 6, 2016, and September 8, 2016.
2. **Purchase of Police Service Dog**
Re: Considering approval to enter into an agreement with Top Dog Training Center for the purchase of a police service dog and related training in the amount of \$10,506.87
3. **Authorization to Advertise for Bids - Putnam Avenue / D Street Traffic Signal Upgrade**
Re: Considering approval of the Plans and Project Manual for the project consisting of the installation of a new traffic signal at the intersection of Putnam Avenue and "D" Street to accommodate protected left-turn phasing at each leg of the intersection.
4. **Reconsider Award of Solar Photovoltaic System Power Purchase Agreement – Waste Water Treatment Facility**
Re: Considering authorization to assign interest in the Solar Photovoltaic System Power Purchase Agreement from Sol Systems, LLC to AEP Onsite Partners, LLC.
5. **Acceptance of Project - Oak Avenue Transportation Enhancement (TE) Project**
Re: Considering acceptance of project from Hobbs Construction, and authorizing the filing of the Notice of Completion for the project consisting of the installation of stamped concrete, benches, trash receptacles and nostalgic street lights along Oak Avenue from Main Street to Rails to Trails.
6. **Authorization to Advertise for Qualifications – Engineering Services for the Preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study and Storm Water Resource Plan**
Re: Considering approval to advertise a Request for Qualifications (RFQ) for engineering consulting firms to prepare comprehensive updates to the City's Sanitary Sewer, Water System and Storm Drain Master Plans, and for the preparation of a Recycled Water Feasibility Study and Storm Water Resource Plan.
7. **Set a Public Hearing for the Adoption of the California Building and Fire Codes**
Re: Considering approval to schedule a Public Hearing for October 18, 2016, to receive input regarding the adoption of the 2016 Editions of the California Building, Plumbing, Mechanical, Electrical, Fire, Green Building Standards, Residential, Administrative, Reference Standards, and Energy Codes.
8. **Annual Library Food for Fines Campaign**
Re: Considering approval of the 10th Annual Food for Fines Campaign to run October 1 through December 31, 2016 at the Porterville Public Library.

9. **Renewal of Airport Lease Agreement - Lot 32C**
Re: Considering approval of the Lease Agreement between the City of Porterville and Mr. William Parham for Lot 32C at the Porterville Municipal Airport.
10. **Renewal of Airport Lease Agreement - Lot 32D**
Re: Considering approval of the Lease Agreement between the City of Porterville and Mr. Drew Williams for Lot 32D at the Porterville Municipal Airport.
11. **Approval for Community Civic Event - C & C Callahan Ministries, Inc. - Revive Tulare County (RTC) Block Party - October 1, 2016**
Re: Considering approval of an event to take place at Veterans Park, on Saturday, October 1, 2016, from 10:00 a.m. until 7:00 p.m.
12. **Amendment to the Seasonal and Part-Time Pay Rates for YES Employees**
Re: Considering approval of a resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-time rates.

SCHEDULED MATTERS

13. **Patriotic Pride Hydrant Project**
Re: Consideration of designs for the Patriotic Pride Hydrant Project.
14. **Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of October 4, 2016.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: As Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community, the City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2016. The Water Conservation Plan applies to all municipal water users within or not within city limits. As part of the Phase III implementation, the City has provided additional watering days, a two day per week watering schedule, based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday or Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall, which is defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of August 2016 show that a total of 54 Notice of Violations were issued for water wasting; 5 resulted in an Administrative Citation.

Water production for August 2016 shows a 12% reduction from the 5-year average. The production for the month of August 2016 was 400 million gallons, which when compared to the production for the month of August 2013 of 509 million gallons, equates to a 21% reduction. Residential consumption for August 2016 was 149.9 gallons per capita per day (GPCD).

On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the prior percentage reduction-based water conservation standard with a localized self-certification approach which mandates that urban water suppliers act to ensure at least a three-year supply of water to their customers under drought conditions.

Recognizing persistent, yet less severe, drought conditions throughout California, the newly adopted emergency regulation will replace the February 2, 2016, emergency water conservation regulation that set specific water conservation benchmarks at the state level for each urban water supplier. This

newly adopted regulation, which will be in effect through January 2017, requires locally developed conservation standards based upon each agency's specific circumstances.

These standards require local water agencies to ensure a three-year supply assuming three more dry years comparable to the years the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage.

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for the City of Porterville, Council approved maintaining the current imposed standard of 26%. The continuation of the current standard keeps a standardized message the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board will also continue to require monthly reporting to track what agencies plan to do and how they perform throughout the year. During the extended regulation, agency reporting will continue to monitor performance of urban water conservation, with a preparedness to return back with a 25% state mandate early next year if necessary.

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville will reflect June 2015 through October 2016. Porterville's cumulative total conservation through August 2016 is 28.9%.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Monthly Production Status August 2016
 2. Water Conservation Phase III Flyer

Appropriated/Funded:

Review By:

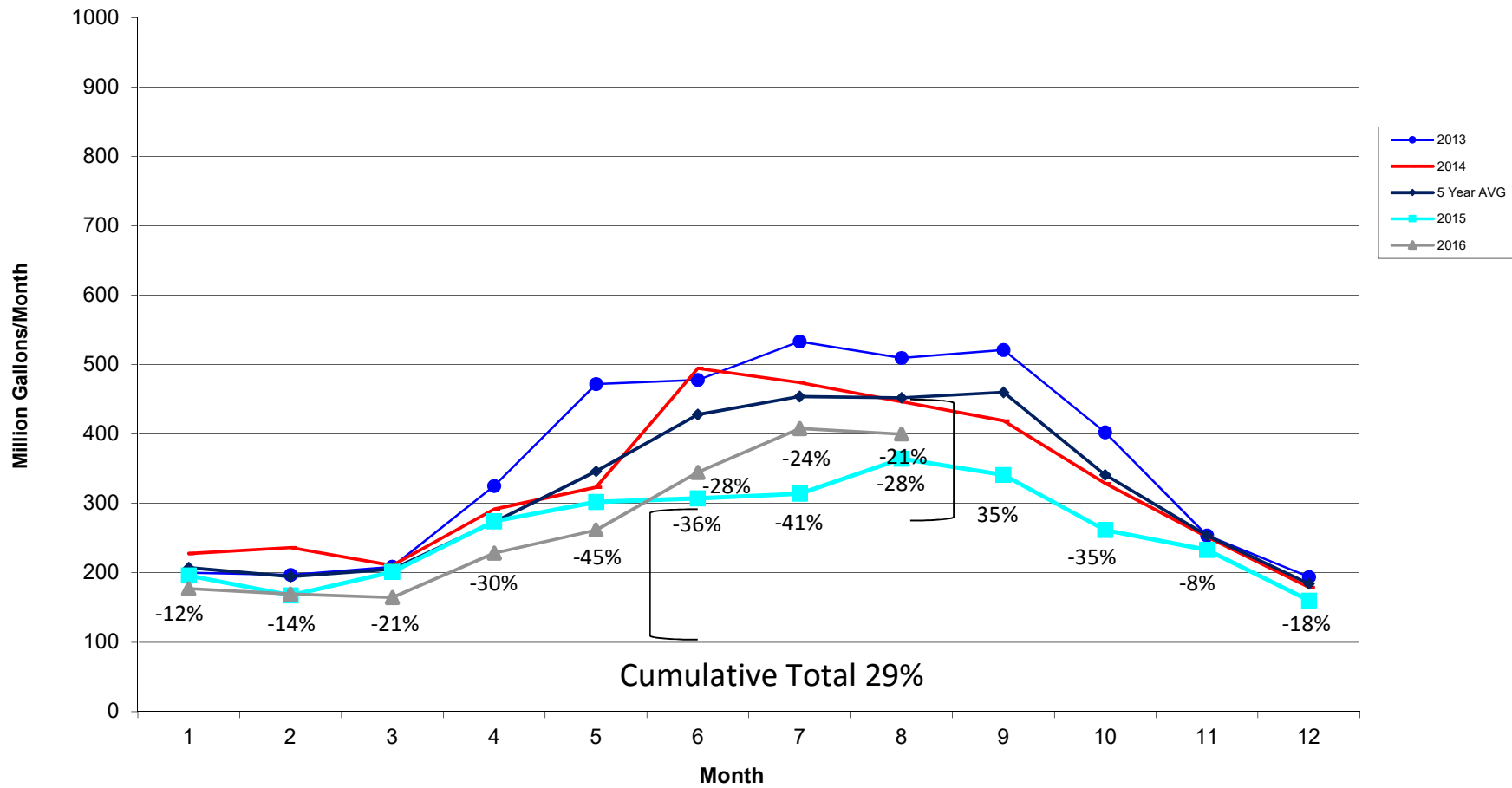
Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Monthly Production Status

15/16 Production Comparison to 2013 & 5 Year Average





DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address.
Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.

No watering outdoor landscapes during and within **48** hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase III water conservation regulations could result in citations with fines up to **\$500**.

DROUGHT RESPONSE PHASE III

The City of Porterville has adopted Phase III of its Drought Response Plan. As part of the Phase III plan, the City has restricted watering days to two days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN

Odd Address
 Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

**WATERING PROHIBITED
BETWEEN THE HOURS OF
5:00 – 10:00 AM
5:00 – 10:00 PM**

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

- SUBJECT:** City Council Minutes of September 6, 2016, and September 8, 2016
- SOURCE:** Administrative Services
- COMMENT:** Staff has prepared the draft Minutes of September 6, 2016, and September 8, 2016, for the Council's review and consideration.
- RECOMMENDATION:** That the Council approve the draft Minutes of September 6, 2016, and September 8, 2016.
- ATTACHMENTS:**
1. Draft Minutes of September 6, 2016
 2. Draft Minutes of September 8, 2016

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 6, 2016, 5:30 PM**

Called to Order at 5:35 p.m.

Roll Call: Council Member Reyes, Council Member Ward (arrived during Closed Session),
Council Member Gurrola, Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS/PROPERTY: APNS 255220046, 247040034, 247-040035, 247090028, 247110019, 247120022, 248050036, 255220045, 255240013, AND 248010019. AGENCY NEGOTIATOR: JOHN LOLLIS AND JENNI BYERS. NEGOTIATING PARTIES: CITY OF PORTERVILLE AND GREG SHELTON. UNDER NEGOTIATION: TERMS AND PRICE.

2 - GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS/PROPERTY: 42 SOUTH PLANO STREET. AGENCY NEGOTIATORS: JOHN LOLLIS AND DONNIE MOORE. NEGOTIATING PARTIES: CITY OF PORTERVILLE AND THE BARN THEATER. UNDER NEGOTIATION: TERMS AND PRICE.

3 - GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS/PROPERTY: 1893 SOUTH NEWCOMB STREET. AGENCY NEGOTIATOR: JOHN LOLLIS AND MARIA BEMIS. NEGOTIATING PARTIES: CITY OF PORTERVILLE AND RICHARD CHILCUTT. UNDER NEGOTIATION: TERMS AND PRICE.

4 - GOVERNMENT CODE SECTION 54956.95 – LIABILITY CLAIM: CLAIMANT: ABRAHAM MARTINEZ. AGENCY CLAIMED AGAINST: CITY OF PORTERVILLE.

5 - GOVERNMENT CODE SECTION 54956.9(D) (3) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION: FOUR CASES IN WHICH FACTS ARE NOT YET KNOWN TO POTENTIAL PLAINTIFFS

RECONVENED OPEN SESSION at 6:30 PM

City Attorney Lew reported action pertaining to A1 and A4, as follows:

A1. On a MOTION made by Vice Mayor Hamilton, and SECONDED by Council Member Gurrola the City Council unanimously authorized the purchase of property for \$338,000.

Documentation: M.O. 01-090616

Disposition: Approved.

- A4. On a MOTION made by Council Member Gurrola, and SECONDED by Vice Mayor Hamilton the City Council unanimously accepted the claim filed by Abraham Martinez.

Documentation: M.O. 02-090616

Disposition: Claim accepted.

The Pledge of Allegiance was led by Vice Mayor Hamilton.
Invocation -- a moment of silence was observed.

PROCLAMATIONS

Library Card Sign-Up Month - September 2016

Interim Fire Chief Glenn Irish spoke of personnel dispatched to wild fires in August, and recognized those in attendance.

AB 1234 REPORTS

1. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - AUGUST 24, 2016
Council Member Reyes reported on the compilation of survey responses, and consideration of a change in the CEO benefits package.
2. SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) BOARD - AUGUST 18, 2016
Council Member Gurrola reported on consideration of options for addressing PM2.5 Clean Air mandates in light of Federal EPA inaction on District's 2015 PM2.5 Plan.

REPORTS

I. Staff Informational Reports

1. City Manager Lollis reported on an upcoming vacancy on the SJVAPCD Board in light of Council Member Gurrola not running for reelection.
2. City Manager Lollis reported on consideration of Highway 190 winter closure at the next Tulare County Board of Supervisors meeting.

ORAL COMMUNICATIONS

- Jeff Szeles thanked the Porterville Police Department for its efforts; requested that the City consider offering a discount for services offered to active and retired military; extended an invitation to a luau event on Saturday for cancer survivors and caregivers, at 26 W. Gibson; and spoke of upcoming Relay for Life on October 1st and 2nd.

CONSENT CALENDAR

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve Items Nos. 1-15. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JULY 7, 2015, AUGUST 2, 2016, AND AUGUST 30, 2016

Recommendation: That the Council approve the draft Minutes of July 7, 2015, August 2, 2016, and August 30, 2016.

Documentation: M.O. 03-090616

Disposition: Approved.

2. ACCEPTANCE OF PROJECT - PORTERVILLE HOTEL SITE RESTORATION PROJECT

Recommendation: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

Documentation: M.O. 04-090616

Disposition: Approved.

3. RENEWAL OF AGREEMENT WITH KINGS/TULARE AREA AGENCY ON AGING

Recommendation: That the City Council approve the renewal of the agreement with K/TAAA and authorize and direct the Mayor to execute the same.

Documentation: M.O. 05-090616

Disposition: Approved.

4. DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT 2015/2016 PROGRAM YEAR

Recommendation: That the City Council consider the draft 2015-2016 Consolidated Annual Performance Evaluation Report and direct staff to submit it to the Department of Housing and Urban Development by the required deadline of September 28, 2016, as well as respond to any comments received prior to September 06, 2016.

Documentation: M.O. 06-090616

Disposition: Approved.

5. AUTHORIZATION TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION

Recommendation: That the City Council adopt the resolution authorizing the City Manager to execute the grant agreement with the Federal Aviation Administration for Airport Improvement Project (AIP) Project No. 3-06-0190-014-2016 at the Porterville Municipal Airport.

Documentation: Resolution No. 61-2016
Disposition: Approved.

6. PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – UPGRADE SIGNAL TO INSTALL PROTECTED LEFT-TURN PHASING PROJECT (PUTNAM AVENUE & D STREET)

Recommendation: That the City Council:

1. Approve the program supplement by passing a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

Documentation: Resolution No. 62-2016
Disposition: Approved.

7. MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS AGREEMENT NO. 06-5122F15 AND PROGRAM SUPPLEMENT NO. F056 ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 06-5122F15 – PEDESTRIAN ACCESS CORRIDOR PROJECT (GARDEN AVENUE)

Recommendation: That the City Council:

1. Approve the subject master agreement by passing a resolution authorizing the Mayor to sign the subject master agreement;
2. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and
3. Direct the City Clerk to return the signed agreements to Caltrans.

Documentation: Resolution Nos. 63-2016; and 64-2016
Disposition: Approved.

8. RESOLUTIONS APPROVING TWO APPLICATIONS FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS

Recommendation: That the City Council adopt two Resolutions approving applications for Youth Soccer and Recreation Development Program Grant Funds.

Documentation: Resolution Nos. 65-2016; and 66-2016
Disposition: Approved.

9. CONSIDERATION OF STREET CLOSURE FOR ZALUD HOUSE MUSEUM PIONEER DAYS & RIB COOK-OFF

Recommendation: That the City Council authorize the temporary closure of Main Street between Putnam and Morton Avenues; and Thurman and Cleveland Avenues between Division Street and the alley west of Second Street, for

the Zalud House Museum Pioneer Days & Rib Cook-off on October 8, 2016, 5:00 AM-4:00 PM.

Documentation: M.O. 07-090616

Disposition: Approved.

10. APPROVAL FOR COMMUNITY CIVIC EVENT - FIL-AMER. ASSOCIATION OF CALIFORNIA - FILIPINO WEEKEND FIESTA - SEPTEMBER 24-25, 2016

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the Filipino-American Association of California, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 08-090616

Disposition: Approved.

11. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE UNIFIED SCHOOL DISTRICT - MONACHE HIGH SCHOOL VOCAL DEPARTMENT - KALEIDOSCOPE RUN - SEPTEMBER 25, 2016.

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Unified School District and Monache Vocal Department, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 09-090616

Disposition: Approved.

12. APPROVAL FOR COMMUNITY CIVIC EVENT - PALABRA DE VICTORIA CHURCH - COMMUNITY OUTREACH - SEPTEMBER 24, 2016

Recommendation: That the Council approve the Community Civic Event Application and Agreement from the Palabra de Victoria Church, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 10-090616

Disposition: Approved.

13. REQUEST FOR PROCLAMATION - CONSTITUTION WEEK - SEPTEMBER 17-23, 2016

Recommendation: That the City Council consider approval of the request to proclaim September 1723, 2016, as "Constitution Week."

Documentation: M.O. 11-090616
Disposition: Approved.

14. REQUEST FOR PROCLAMATION - RELAY FOR LIFE DAYS - OCTOBER 12, 2016

Recommendation: That the City Council consider approval of the request to proclaim October 1st and 2nd as "Relay for Life Days."

Documentation: M.O. 12-090616
Disposition: Approved.

15. REQUEST FOR PROCLAMATION - ADULT LITERACY AWARENESS MONTH - SEPTEMBER 2016

Recommendation: That the City Council consider approval of the request to proclaim September 2016 as "Adult Literacy Awareness Month."

Documentation: M.O. 13-090616
Disposition: Approved.

PUBLIC HEARINGS

16. CONDITIONAL USE PERMIT TO ALLOW FOR A TYPE 21 OFF-SALE GENERAL (BEER, WINE AND DISTILLED SPIRITS) ALCOHOL LICENSE AT WHITE'S MARKET 1204 S. MAIN ST.

Recommendation: That the City Council:

1. Adopt the draft resolution approving Conditional Use Permit (PRC 2016-021C); and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report.

The Public Hearing was opened at 6:57 p.m.

- Mike Galetto, applicant, stated that the purchase of the existing license would not increase the number within the census tract.

The Public Hearing was closed at 6:58 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Reyes that the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2016-021C), as amended to remove condition nos. 14 and 15; and authorize the Mayor to sign the Letter of Public Convenience or Necessity. The motion carried unanimously.

Documentation: Resolution No. 67-2016
Disposition: Approved.

SCHEDULED MATTERS

17. PURCHASE OF POLICE BODY-WORN CAMERAS

Recommendation: That the City Council:

1. Authorize Department staff to enter into a five year contract with Taser, Inc. for the purchase of (53) body worn cameras, (53) electronic control devices with holsters, (10) docking stations, (9) Administration licenses, unlimited cloud storage and associated installation hardware and technical support for \$383,461.39;
2. Authorize payment(s) to Taser, Inc. per contract; and
3. Approve a budget adjustment to increase the Police Department's appropriation in the Measure H Fund for the fiscal year 2016-2017, in the amount of \$16,354 for the first year contract with Taser, Inc.

City Manager Lollis introduced the item, and Police Chief Eric Kroutil presented the staff report.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Mayor Stowe that the City Council Authorize Department staff to enter into a five year contract with Taser, Inc. for the purchase of (53) body worn cameras, (53) electronic control devices with holsters, (10) docking stations, (9) Administration licenses, unlimited cloud storage and associated installation hardware and technical support for \$383,461.39; authorize payment(s) to Taser, Inc. per contract; and approve a budget adjustment to increase the Police Department's appropriation in the Measure H Fund for the fiscal year 2016-2017, in the amount of \$16,354 for the first year contract with Taser, Inc. The motion carried unanimously.

Documentation: M.O. 14-090616

Disposition: Approved.

18. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 15-090616

Disposition: Approved.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Vice Mayor Hamilton spoke of Bells Across America event in celebration of Constitution Week; and congratulated Mayor Stowe on the birth of his grandson.
- Council Member Ward stated that he hoped everyone had a happy Labor Day weekend; and noted the beginning of “silly season.”
- Council Member Reyes spoke of his attendance at the 75th Anniversary of the 20-And's Club celebration and the San Esteban Circle 61st Annual Dance.
- Mayor Stowe spoke of the event in remembrance of 9/11 on Sunday, 5pm at Port Naz Church.
- City Manager Lollis lauded staff for the success of the Farmer's Market in August; and spoke of an upcoming TCAG meeting to be held at Fire Station No. 2 on 9/19; announced that one application had been received for the Patriotic Pride Hydrant Contest; and lastly reported that Mr. Richard Tree and Porterville Transit was currently featured in BUSRide magazine.
- Vice Mayor Hamilton requested that Council Member Ward be awarded a plaque for his efforts to keep the meeting short.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:11 p.m. to the meeting of September 20, 2016.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor

**MINUTES
SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 8, 2016, 4:00 PM**

Called to Order at 4:02 p.m.

Roll Call: Council Member Reyes, Council Member Ward , Council Member Gurrola, Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel -
Existing Litigation: Tillery v.City of Porterville, et al., U.S. District Court Case No.
1:14-cv-02025-DAD-BAM.

Council Member Ward left the meeting at 4:53 p.m.

**RECONVENED OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN
IN CLOSED SESSION**

The Council reconvened Open Session at 4:58 p.m. and it was reported that no reportable action had taken place.

ADJOURNMENT

The Council adjourned at 4:59 p.m. to the meeting of September 20, 2016.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Purchase of Police Service Dog

SOURCE: Police

COMMENT: On April 5 2016, the City of Porterville retired "Chanto," one of the police department's police service dogs. The department is currently operating with two police service dogs, leaving two of the department's patrol shifts without an on-duty service dog.

Top Dog Training Center is our current police service dog vendor and trainer, and the only police service dog kennel in Tulare County that provides a selection of police service dogs and associated training in accordance with the needs of the department. Top Dog Training Center supplies police service dogs to agencies throughout the State of California, including most agencies in Tulare County, and at a much lower expense than providers located out of the area.

The department's police service dog specialists recently visited our vendor to evaluate potential police service dogs and obtain pricing for a police service dog and associated training. The police department would like to enter into an agreement with Top Dog Training Center to acquire a police service dog and necessary training for the dog handler. This vendor provides a full guarantee against any congenital health defects for two years after the date of purchase and additionally guarantees the dog for non-health service-related problems for one year.

The total cost for the police service dog and the related training is \$10,506.87. Funds for this purchase are available in the police department's asset forfeiture account. Given the time and training involved in the preparation of a police service dog, the department is planning to seek City Council's authorization to add the fourth dog later this fiscal year.

RECOMMENDATION: That the City Council:

1. Approve the purchase of a police service dog and related training from Top Dog Training Center in the amount of \$10,506.87; and
2. Authorize the Chief of Police to enter in an agreement with Top Dog Training Center to acquire the service dog and associated training.

ATTACHMENTS: 1. Police Service Dog

2. Police Service Dog Patrol Training

Appropriated/Funded: JR for MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

INVOICE

Date: September 13, 2016
INVOICE # [16-39]

To:

**City of Porterville
Police Department
350 N. D Street
Porterville, Ca 93257**

[illegible]

Make all checks payable to Top Dog Training Center

Thank you for your business!

Top Dog Training Center, 5922 W. Clinton Avenue, Visalia, Ca 93291

Phone 559-740-2146

INVOICE

September 12, 2016
INVOICE # [16-40]

To:

**City of Porterville
Police Department
350 N. D Street
Porterville, Ca 93257**

[illegible]

Make all checks payable to Top Dog Training Center

Thank you for your business!

Top Dog Training Center, 5922 W. Clinton Avenue, Visalia, Ca 93291

Phone 559-740-2146



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Authorization to Advertise for Bids - Putnam Avenue / D Street Traffic Signal Upgrade

SOURCE: Public Works

COMMENT: The Plans and Project Manual for the subject project have been completed and are available for Council's review. The proposed project includes installation of a new traffic signal at the intersection of Putnam Avenue and "D" Street to accommodate protected left-turn phasing at each leg of the intersection.

The estimate of probable cost for the entire project is \$420,500 with \$42,050 required for construction contingency (10%). An additional \$28,000 (6.66%) is required for construction management, quality control and inspection. The total estimated cost associated with the project is \$490,550. An Estimate of Probable Cost is attached for Council's review.

Funding for this project is from the Highway Safety Improvement Program (HSIP), which will fund 73.1% or \$358,595. Of the \$358,595, the HSIP program will pay 90% or \$322,735 of the participating share of the project with the City's match paying 10% or \$35,860 and funded through Surface Transportation Program (STP) funds. The City is required to cover the remaining non-participating share of 26.9% or \$131,955 funded by STP funds. All funds are approved in the 2016/2017 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate

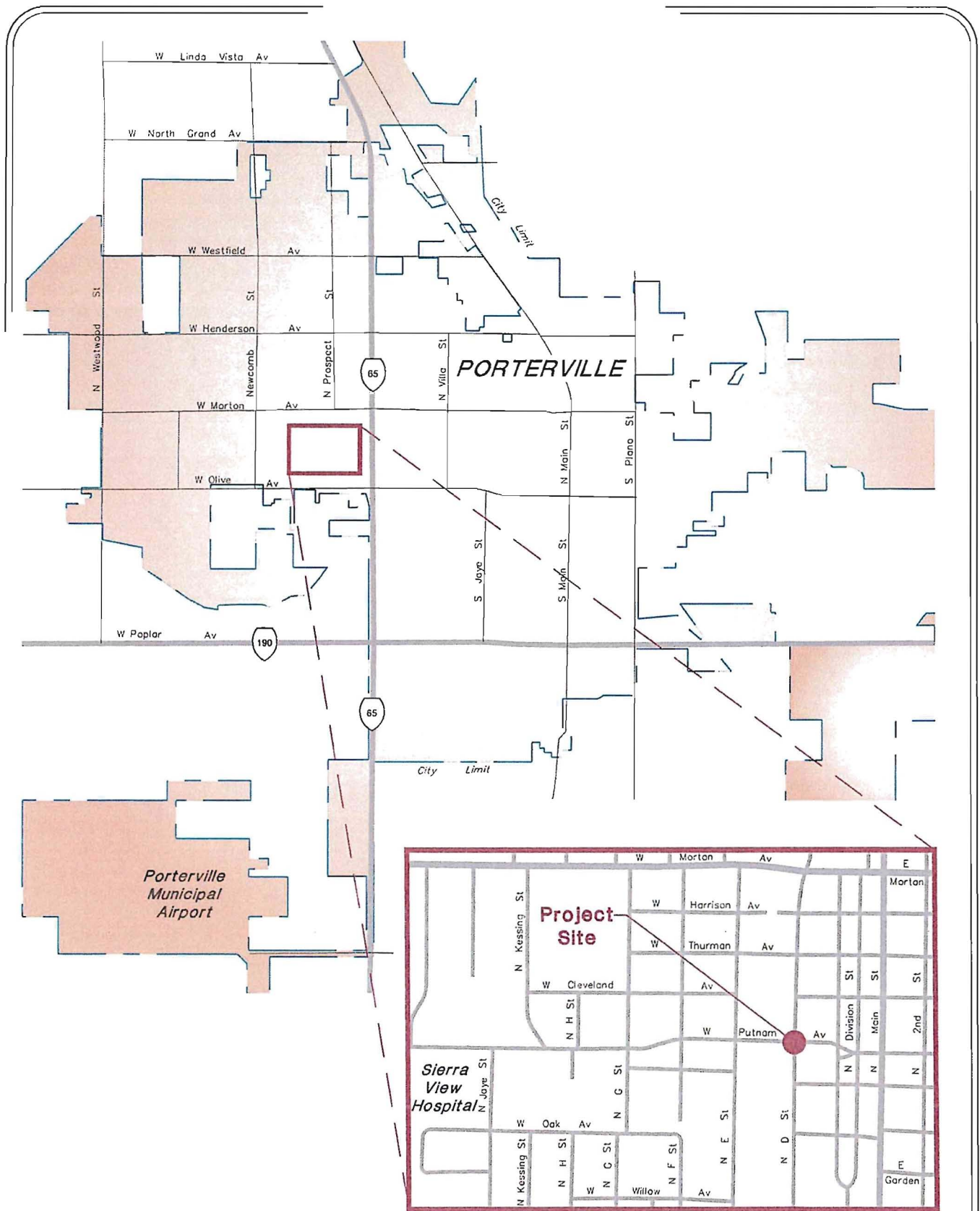
Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



City of Porterville HSIP Application

Figure 1

Vicinity Map



Exhibit 12-A (Equivalent)
Preliminary Estimate of Cost

CITY OF PORTERVILLE
 Putnam Avenue/D Street Traffic Signal
 HSIPL-5122(080)

PART 'A' - HSIP Portion (PARTICIPATING)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization & Demobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Construction Area Signs	1	LS	\$ 3,500.00	\$ 3,500.00
3	Traffic Control System	1	LS	\$ 8,000.00	\$ 8,000.00
4	Remove Traffic Stripe and Pavement Marking	2050	SF	\$ 4.00	\$ 8,200.00
5	Repaint Existing Crosswalk	366	LF	\$ 7.00	\$ 2,562.00
6	Paint Curb Red	42	LF	\$ 5.00	\$ 210.00
7	Remove Curb and Gutter	182	LF	\$ 35.00	\$ 6,370.00
8	Remove Sidewalk	1015	SF	\$ 7.00	\$ 7,105.00
9	Clearing and Grubbing	1	LS	\$ 3,500.00	\$ 3,500.00
10	Roadway Excavation	22	CY	\$ 200.00	\$ 4,400.00
11	Asphalt Concrete	29	TON	\$ 275.00	\$ 7,975.00
12	Roadside Sign - One Post	1	EA	\$ 750.00	\$ 750.00
13	Concrete (6" Curb & Gutter)	178	LF	\$ 40.00	\$ 7,120.00
14	Concrete (Sidewalk)	272	SF	\$ 15.00	\$ 4,080.00
15	Concrete (Curb Ramp)	640	SF	\$ 20.00	\$ 12,800.00
16	Concrete (Retaining Curb)	108	LF	\$ 35.00	\$ 3,780.00
17	Thermoplastic Pavement Marking	249	SF	\$ 10.00	\$ 2,490.00
18	Painted Traffic Stripe - Detail 21	1260	LF	\$ 1.50	\$ 1,890.00
19	Painted Traffic Stripe - Detail 38A	751	LF	\$ 1.25	\$ 939.00
20	Painted Traffic Stripe - Detail 8	748	LF	\$ 1.00	\$ 748.00
21	Standard Signal, Lighting, and Electrical Work	1	LS	\$ 196,850.00	\$ 196,850.00
HSIP SUBTOTAL					\$ 303,269.00
10% CONTINGENCY					\$ 30,326.00
CONSTRUCTION ENGINEERING					\$ 25,000.00
HSIP TOTAL					\$ 358,595.00

PART 'B' - City Portion (NON-PARTICIPATING)

22	Relocate Water Valve (Hydrant)	1	EA	\$ 1,000.00	\$ 1,000.00
23	Relocate Water Hydrant	1	EA	\$ 2,000.00	\$ 2,000.00
24	Decorative Signal and Lighting Components	1	LS	\$ 114,231.00	\$ 114,231.00
CITY SUBTOTAL					\$ 117,231.00
10% CONTINGENCY					\$ 11,723.00
CONSTRUCTION ENGINEERING					\$ 3,000.00
CITY TOTAL					\$ 131,954.00
Combination SUBTOTAL					\$ 420,500.00
10% CONTINGENCY					\$ 42,050.00
CONSTRUCTION MANAGEMENT					\$ 28,000.00
Combination TOTAL					\$ 490,550.00


 Prepared by: Javier Sanchez, Acting City Engineer

6/27/2016

Date


 Reviewed by: Michael K. Reed, Acting Public Works Director

6/28/2016

Date





CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Reconsider Award of Solar Photovoltaic System Power Purchase Agreement – Waste Water Treatment Facility

SOURCE: Public Works

COMMENT: On September 15, 2015, City Council authorized staff to request proposals for Solar Photovoltaic (PV) System Power Purchase Agreement (PPA). The action was predicated on the upcoming additional electrical load at the Waste Water Treatment Facility (WWTF). Cushman Contracting Corporation has completed the replacement of the 20-plus-year-old methane gas driven air blower engines with new, more efficient electric blowers. While the equipment will undoubtedly improve the operation of the WWTF's biological treatment process, the project will significantly increase the amount of electricity imported by the City.

Staff utilized Carollo Engineers to prepare the Request for Proposals. In addition, Carollo's scope of services included the evaluation of each proposal for completeness, and to recommend which proposal is most feasible over the lifespan of the PPA.

On November 19, 2015, staff received two (2) Solar PV system PPA proposals, one from SolarCity and the other from ImMODO Energy Services/Sol Systems LLC. Staff believes both companies are competitive and can provide the services required within the Request for Proposals. After careful consideration, staff and Carollo Engineers found the ImMODO Energy Services/Sol System LLC's 25-year PPA to be the best option for the City.

On January 4, 2016, a Notice of Public Hearing was advertised for award of the PV system and PPA. On January 19, 2016, the Public Hearing date was postponed to February 2, 2016. On February 2, 2016, the Public Hearing was held per the requirements of Energy Code 4214.12 and City Council authorized Staff, with assistance from the City Attorney, to negotiate a 1318 kW-AC/25-year/\$0.0868 PPA contract with ImMODO Energy Service/Sol System LLC.

On February 2, 2016, City Council authorized staff to negotiate with ImMODO Energy Services Corporation for the PPA. At that meeting, the City Council identified three key considerations that lead to the selection of the ImMODO Energy Services Corporation/Sol Systems, LLC proposal which were (i) the projected cost savings to the city, (ii) the three purchase options for the solar facility, and (iii) the local presence of ImMODO Energy Services Corporation.

On April 19, 2016, the City Council approved the execution of 1318 kW-AC/25-year/\$0.0868 PPA contract. However, recently ImMODO Energy Service/Sol Systems LLC informed staff that they were unable to provide the net metering advantages as originally proposed due to SCE program limitations. The solar provider is now proposing a 1114 kW-AC/25-year /\$0.0825 PPA contract. The latest Power Purchase Agreement is attached for Council reference.

Carollo Engineers evaluated the proposed changes and found that their proposal is still the most beneficial to the city when compared to the original proposal presented by Solar City. A sensitivity analysis was performed for the original proposal and once again for the new proposal. The analysis determined that the 25-year value to be \$81,275 less than originally proposed by ImMODO Energy Service/Sol Systems LLC, but still more favorable than the Solar City proposal. The sensitivity analysis is also attached for Council's reference.

Furthermore, ImMODO Energy Services and Sol Systems LLC are responsible for all costs associated with the installation and maintenance of the solar facility. In connection with such financing, ImMODO Energy Services and Sol Systems, LLC are seeking to assign their interest in the PPA to American Electric Power (AEP) Onsite Partners, LLC. AEP Onsite Partners, LLC is the solar division of AEP, a company which specializes in the long-term ownership and management of energy assets. AEP has been in business since 1906, holds an investment-grade credit rating, and manages ~38,000 megawatts of generation capacity in the United States, including a nationwide portfolio of solar PV assets. In AEP's 2016 sustainability report, AEP has committed to acquiring 9,700 MW of renewable energy assets by 2034, including 3,400 MW of solar. Assignment letter is also attached for Council's reference.

Sol Systems will remain contractually responsible for overseeing the system's construction and ImMODO Energy Services will remain contractually responsible for building the system and its operation and maintenance for the entire 25-year PPA term. AEP Onsite Partners, LLC, will be the City's PPA long-term counter-party and the system's owner. Nevertheless, ImMODO Energy Services will retain its long-term involvement with the project as its builder and designated agent for operations/maintenance.

The revised PPA is now ready for execution by the City. The projected cost savings extend for 25 years, the City maintains three purchase options, and ImMODO will remain a local presence, responsible for the operations and maintenance of the solar facility for the entire PPA term.

The Waste Water Treatment Reserve Fund is the financial source for this project as approved by the 2015/2016 Fiscal Year Annual budget.

RECOMMENDATION:

That City Council:

1. Authorize the assignment from Sol Systems, LLC to AEP Onsite Partners, LLC per Section 16.2 of the Power Purchase Agreement; and

2. Authorize the Public Works Director to execute the Power Purchase Agreement.

ATTACHMENTS:

1. Locator Map
2. Power Purchase Agreement
3. Sensitivity Analysis
4. Assignment Agreement

Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

SITE DATA	
	PORTERVILLE WASTE WATER PLANT
JURISDICTION:	
COORDINATES:	36° 4'27.72"N 119° 2'58.79"W
SITE AREA:	8.91 ACRES
A.P.N.:	XXX-XXX-XX
SITE ADDRESS:	1333 W. GRAND AVE, PORTERVILLE, CA 93257
ELECTRIC:	



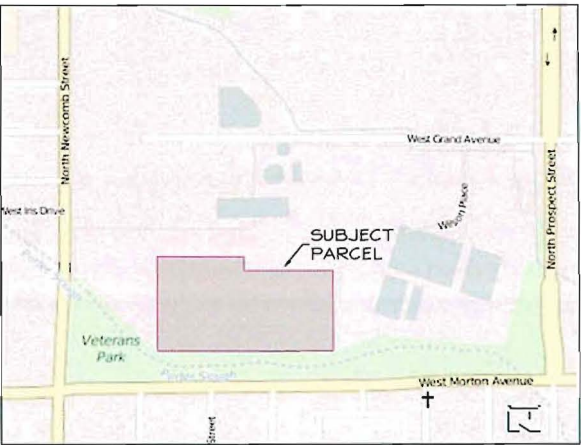
Staging Area



Ingress/Egress Route

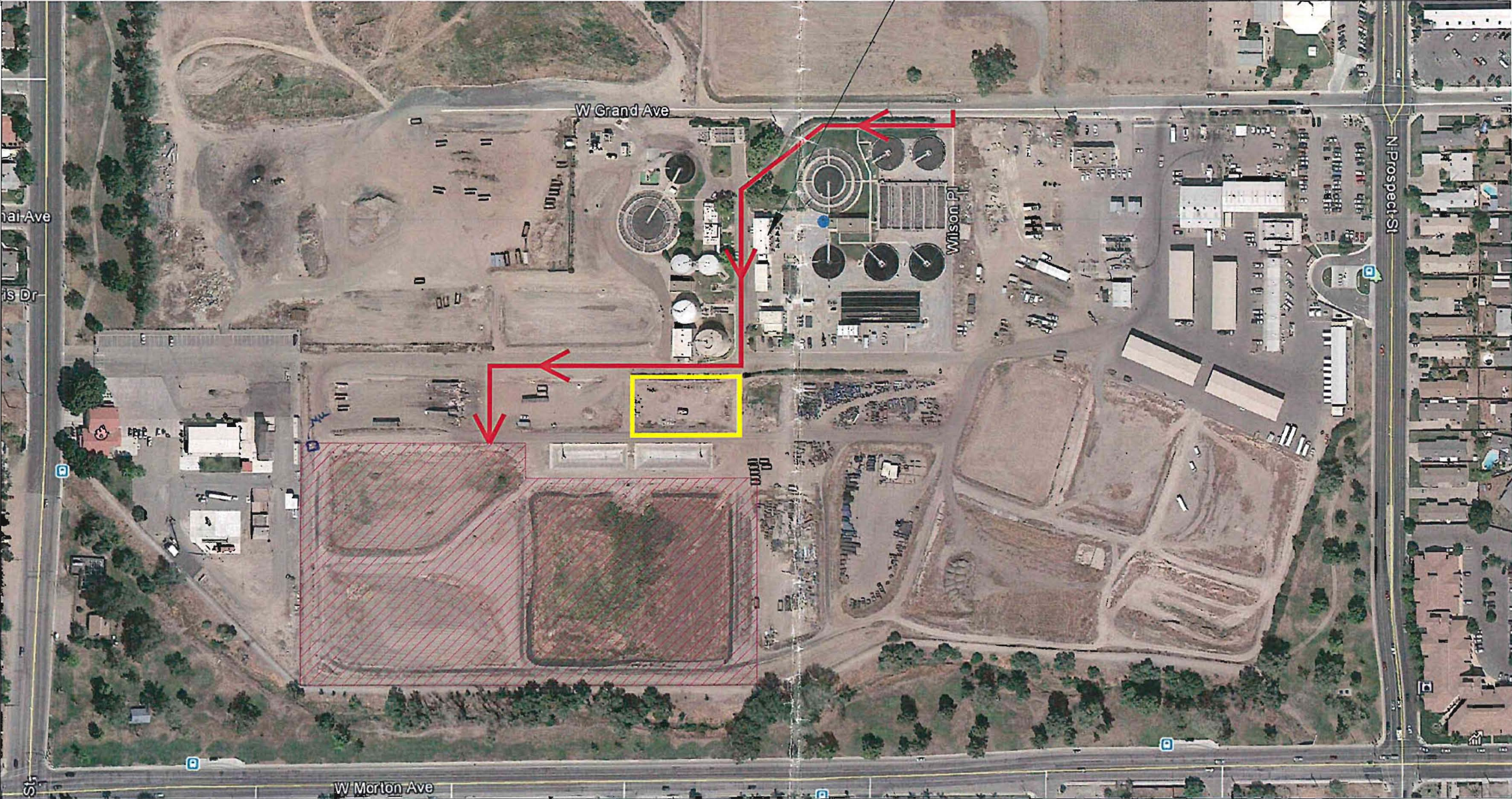
SYSTEM SUMMARY	
PHOTOVOLTAIC MODULES	
MANUFACTURER	HANWHA Q-CELLS
MODEL	L-G42 335
DC POWER @STC	335 W
VOLTAGE	1500 V
MODULES PER STRING	18 / 19
NUMBER OF MODULES	3290
TILT / AZIMUTH	ONE AXIS TRACKER / 160°
INVERTERS	
MANUFACTURER	SOLECTRIA
MODEL	PV136TL(8)-PV128TL(1)-PV123TL(25)
AC POWER RATING	30/28/23 KW
VOLTAGE	480 V
NUMBER OF INVERTERS	35
SYSTEM	
TOTAL DC SYSTEM SIZE	1,102.15 KW
TOTAL AC SYSTEM SIZE	993 KW
AVERAGE DC/AC RATIO	1.12

PROPOSED PROJECT SITE



VICINITY MAP

NOT TO SCALE



PORTERVILLE WASTE WATER PLANT

SOLAR ELECTRIC ADDRESS:
1333 W. GRAND AVE,
PORTERVILLE, CA 93257

PROJECT NUMBER:
IM-POR_WW

SHEET TITLE:
INGRESS
EGRESS
ROUTE

ORIGINAL SIZE 24"x36"
SHEET SIZE ARCH "D"

STAMP:

DATE: 8/30/2016
DRAWN BY: JLB
ENGINEER: C.B.
APPROVED BY: J.L.L.

NO.	REVISION	DATE	INT.

PROJECT PHASE: BUILDING PERMIT

SCALE:
1/96"=1'-0"

SHEET NO.:

A.1.0

FORM SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT

This Solar Photovoltaic System Power Purchase Agreement ("Agreement") is entered into by the parties listed below, Host Customer and System Owner (each a "Party" and collectively the "Parties"), as of the date signed by System Owner below ("Effective Date"). This Agreement includes these first two pages constituting a Cover Sheet (the "Cover Sheet"), together with the Exhibits.

Host Customer	City of Porterville	System Owner	SOL SYSTEMS, LLC a Delaware Limited Liability Corporation ("System Owner")
Name and Address	The City of Porterville 291 North Main Street Porterville, CA 93257 Attention: Mike Reed	Name and Address	Sol Systems, LLC 1718 Connecticut Ave NW Washington, DC 20009 Attention: _____
Phone	(559) 782-7499	Phone	(202) 349-2085
Fax	(559) 791-7999	Fax	(360) 935-7860
E-mail	mreed@ci.porterville.ca.us	E-mail	info@solsystems.com
Premises Ownership	Host Owns the Property		

SOLAR ELECTRICITY PRICE

8.25/100 dollars (\$0.0825) per kWh, with a zero percent (0%) annual escalator

Term:

Contract Year	Price (per kWh)
1	\$0.0825
2	\$0.0825
3	\$0.0825
4	\$0.0825
5	\$0.0825
6	\$0.0825
7	\$0.0825
8	\$0.0825
9	\$0.0825
10	\$0.0825
11	\$0.0825
12	\$0.0825
13	\$0.0825
14	\$0.0825
15	\$0.0825
16	\$0.0825
17	\$0.0825
18	\$0.0825
19	\$0.0825
20	\$0.0825
21	\$0.0825
22	\$0.0825
23	\$0.0825
24	\$0.0825
25	\$0.0825
Renewal Term Contract Year	Price (per kWh)
1	TBD
2	TBD
3	TBD
4	TBD

Buyout Terms

Buyout Price, Year 6: \$2,077,600

Buyout Price, Year 15: \$1,456,300

SYSTEM INFORMATION	
Address: 1333 W Grand Ave, Porterville, CA 93257	For Legal Description of Premises, See Exhibit 2.
Expected Nameplate Capacity of System (kW DC): 1,102.15	
Estimated Service Commencement Date: 12/30/2016	
Governing Law and Jurisdiction: This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of California, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. The Parties hereby consent and submit to the personal jurisdiction of the courts of Tulare County, California. <i>This Agreement is entered into and to be performed in Tulare County, California.</i>	
EXHIBITS: The exhibits listed below are incorporated by reference and made part of this Agreement.	
Exhibit 1 General Terms and Conditions	Exhibit 4 Credit Information
Exhibit 2 Premises Description	Exhibit 5 Host Safety Program
Exhibit 3 System Description and Layout	Exhibit 6 Systems Guaranteed Output
Host Customer: City of Porterville Signature: _____ Printed Name: _____ Title: _____ Date: _____	System Owner: Sol Systems, LLC Signature: _____ Printed Name: _____ Title: _____ Date: _____ (the Effective Date)

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

RECITALS

WHEREAS, Host Customer owns and controls certain property located in [insert City, State] which uses electricity ("Premises");

WHEREAS, System Owner is willing to design, install, own, operate and maintain a solar photovoltaic electric generating system ("System"), on Premises;

WHEREAS, the System would satisfy a portion of Host Customer's electricity requirements at Host Customer's Premises, and System Owner desires to sell and Host Customer desires to purchase all of the electricity generated by the System ("Output");

WHEREAS, Host Customer is willing to provide System Owner with access to, and the right to occupy a portion of, its property for the purpose of having the System Owner design, install, operate and maintain the System;

WHEREAS, System Owner and Host Customer agree that System Owner will obtain and retain all Environmental Credits and all Financial Incentives and Tax Benefits associated with the installation, ownership, operation and Output of the System;

NOW, THEREFORE, in consideration of the agreements and covenants set forth in this Agreement, the Parties hereby covenant and agree as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

"**Agreement**" means this Solar Photovoltaic System Power Purchase Agreement, as the same may be modified or amended from time to time in accordance with the provisions hereof.

"**Ancillary Services**" means any supplemental services necessary to support the transmission of electric power from a seller to a purchaser and available from the System from time to time, whether existing as of the Effective Date or thereafter.

"**Applicable Law**" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any governmental authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such governmental authority.

"**Capacity**" means electrical capacity that is dependent upon the availability and operation of the System, measured in kilowatts.

"**Contractors**" means the independent contractors engaged by System Owner to perform any of System Owner's obligations hereunder and shall include the independent contractors subcontracted by independent contractors engaged by System Owner as set forth in Section 4.4.

"**Contract Year**" means each 365 day period in which the System is operational, commencing on the commissioning of the System.

"**Cover Sheet**" means the first two pages of the Agreement.

"**Defaulting Party**" has the meaning set forth in Section 15.1.

"**Delivery Point**" means the physical location where the System connects to the Site Electrical System.

"**Dispute**" has the meaning set forth in Section 18.1.

"**Disruption of Delivery**" means a disruption of delivery when the System Owner is capable of generating and delivering Output to Host Customer as set forth in Section 11.3.

"**Due Date**" means the due date that Host Customer must pay an invoice for Output as set forth in Section 9.7(a).

"**Effective Date**" means the date of execution of this Agreement as set forth in the Cover Sheet.

"**Environmental Credits**" means any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to System Owner as owner of the System or producer of Output or available to Host Customer as the purchaser or user of Output.

"**Event of Default**" has the meaning set forth in Section 15.1.

"**Financial Incentives and Tax Benefits**" means any and all federal, state or local rebates, tax credits, energy production credits

or depreciation incentives related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to System Owner as producer of Output or available to Host Customer as the purchaser or user of Output.

"**Force Majeure**" has the meaning set forth in Section 14.1.

"**Force Majeure Event**" means an event of Force Majeure.

"**Host Customer**" has the meaning set forth in the Cover Sheet.

"**Host Utility**" means the electric distribution company serving or connected to the Host Customer.

"**Indemnified Parties**" has the meaning set forth in Section 15.5.

"**Indemnifying Party**" has the meaning set forth in Section 15.5.

"**Installation Period**" means the period commencing on the satisfaction of the pre-installation conditions of Section 3.1 and continuing to the Service Commencement Date.

"**Late Fee**" means the late fee that System Owner may impose on Host Customer for payments not made by the Due Date pursuant to Section 9.7(b).

"**Letter of Credit**" means an irrevocable, transferable standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank which, at all times (i) has a credit rating of at least "A-" from Standard & Poor's Ratings Service or at least "A3" from Moody's Investors Service, Inc., or (ii) is otherwise reasonably acceptable to System Owner, in each case in a form reasonably acceptable to System Owner. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

"**Meter**" means the standard instrument(s) and equipment installed at the Site by System Owner as part of the System to be used to measure and record the Output delivered to the Host Customer at the Delivery Point.

"**Net Metering Arrangements**" shall have the meaning set forth in Section 4.7.

"**Non-Defaulting Party**" has the meaning set forth in Section 15.1.

"**Non-Delivery Period**" has the meaning set forth in Section 15.1(a).

"**Output**" means, and is limited to, the electricity produced by the System and delivered to Host Customer at the Delivery Point.

"**Party**" and "**Parties**" each have the meanings set forth in the Cover Sheet.

"**Performance Assurance**" means (i) cash collateral in U.S. Dollars, (ii) a Letter of Credit, (iii) a Surety Bond, or (iv) any other cash collateral or security reasonably acceptable to the requesting Party.

"**Person**" means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

"**Premises**" means Host Customer's property, as described in Exhibit 2.

"**Renewal Term**" has the meaning set forth in Section 2.2.

"**Services**" means the design, installation and testing of the System and, upon successful completion of installation and testing, the operation, maintenance and repair of the System, by System Operator as necessary to produce and delivery Output to Host Customer in accordance with the terms and conditions of this Agreement.

"**Service Commencement Date**" means the successful completion of the installation and testing of the System with notice to Host Customer that the System is ready to deliver Output as set forth in Section 4.9.

"**Service Term**" means the period commencing on the Service Commencement Date and continuing until the termination of this Agreement.

"**Site**" means the area on the Premises described in Exhibit 2 on which the System Owner will install the System.

"**Site Electrical System**" means Host Customer's existing building electrical systems that are owned or leased, operated, maintained and controlled by Host Customer, and which systems are interconnected with the Host Utility.

"**Solar Electricity Price**" means the price specified in the Cover Sheet that Host Customer shall pay System Owner for the delivery of Output.

"**Surety Bond**" means a performance bond issued by an

insurer or company rated A / VIII or above by A.M. Best.

"**System**" means all equipment and materials, including but not limited to photovoltaic arrays, DC/AC inverters, wiring, meters, tools, software, and any other property now or hereafter installed, owned, operated, or controlled by System Owner for the purpose of, or incidental or useful to, maintaining and modifying the use of the solar generation system and providing Output to Host Customer at the Delivery Point. The System is described more particularly in Exhibit 3. For the avoidance of doubt, the System specifically excludes any part of the Site Electrical System.

"**System Owner**" has the meaning set forth in the Cover Sheet.

"**Tariff**" means the tariff of the Host Utility that set forth the interconnection and net metering standards and requirements for the System to operate and for System Owner to deliver Output to Host Customer in accordance with terms and conditions of this Agreement.

"**Term**" means the period of time that this Agreement shall be in effect as set forth in Article II.

1.2 Interpretation. In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

1.3 Service Contract. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

ARTICLE II

TERM

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall terminate twenty-five (25) years following the Service Commencement Date, unless terminated earlier in accordance with provisions of this Agreement.

2.2 Renewal. Host Customer and System Owner may agree to a five (5) year renewal of the Agreement beyond the end of the Service Term, after which Host Customer and System Owner may agree to a second five (5) renewal of the Agreement (each a "**Renewal Term**"). In the event that the Parties agree to a Renewal Term, Host Customer shall pay the Solar Electricity Price for Output during the Renewal Term as set forth in the Cover Sheet.

ARTICLE III

SYSTEM DETAILED DESIGN

3.1 Pre-Installation Conditions

(a) Completion of Detailed System Design. At the time of the execution of this Agreement, Host Customer shall have provided System Owner with all available, necessary and up-to-date Premises, Site and Site Electrical System drawings, specifications and other documentation which Host Customer possesses that System Owner may reasonably require to develop and complete a detailed System design. For this purpose Host Customer shall provide System Owner with access to the Premises and the Site to verify field conditions, and shall make appropriate staff available to answer questions and provide information required by System Owner to support the detailed design process.

(b) Receipt of Required Third Party Authorizations. Host Customer shall have obtained or shall obtain on behalf of itself and System Owner, any and all easements, leases, licenses, consents, acknowledgments, approvals and other rights and authorizations from third parties, including entities or persons holding any mortgage or other lien or lease burdening the Premises on the Effective Date, necessary for System Owner to begin installation of the System at the Site, to install and test the System, to produce and deliver Output to Host Customer to the Delivery Point, and to own, operate and maintain the System under this Agreement. Host Customer shall obtain and forward the foregoing authorizations and approvals to System Owner as each is received.

(c) Receipt of all Necessary Construction and Other Permits. System Owner shall apply for, pay for, and obtain all

necessary construction and other permits from local authorities and Host Utility. Host Customer shall cooperate with System Owner as necessary in the permitting process and shall apply directly for permits if necessary. System Owner shall deliver copies of all permits obtained to Host Customer upon Host Customer's request, and where applicable Host Customer shall do the same.

(d) Financing. System Owner shall have secured all necessary financial commitments sufficient for the Systems to be installed at the Site.

(e) Failure to Satisfy Pre-Installation Conditions.

(i) If System Owner determines in its sole discretion that a pre-installation condition set forth in this Section 3.1 cannot be satisfied, or that the System as described in Exhibit 3 cannot be installed on the Site because the roof or structure is structurally inadequate to support the System, if the applicable System is rooftop or carport mounted photovoltaic system, the Site Electrical System is inadequate to accept the Output of the System, or other requirements are discovered that would add to the cost of the System, System Owner will notify Host Customer that the System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; *provided however*, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall agree to a revised System design and execute an amendment to this Agreement with revised Exhibit 3.

(ii) If System Owner determines that the drawings, specifications and other documentation provided to System Owner by Host Customer pursuant to Section 3.1(a) are not correct or complete, and that revisions thereto would add to the cost of the System, System Owner will notify Host Customer that the System cannot be constructed as proposed, this Agreement will terminate, and Host Customer will reimburse System Owner for all reasonable third party and materials costs incurred up to the termination; *provided however*, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall agree to a revised System design and execute an amendment to this Agreement with revised Exhibits 2, 3 and 4.

ARTICLE IV

SYSTEM INSTALLATION

4.1 System Installation.

(a) Installation Schedule. System Owner will provide Host Customer with a proposed installation schedule and an estimated Service Commencement Date. Host Customer shall have five (5) business days to review and comment on the schedule or the proposed schedule will be considered approved. System Owner will notify Host Customer of any material changes to the proposed schedule and any revisions to the estimated Service Commencement Date during the Installation Period.

(b) Right of Access During Installation Period. System Owner and its Contractors shall have the right of access specified in Article VI during the Installation Period and will coordinate installation activities with Host Customer to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the Service Commencement Date. Any work that requires interruption of electricity to Host Customer's Premises will be identified in the installation schedule, and System Owner or its Contractors will receive approval from Host Customer prior to any such interruption.

4.2 Flooding and Maintenance of the Waste Water Treatment Center. During the Installation Period, Host Customer shall not and shall not permit the Site to be flooded and shall refrain from any maintenance of the Site or the City of Porterville Waste Water Treatment Facility which would adversely affect the installation activities of System Owner. Host Customer shall indemnify System Owner and its contractors from and against all loss, damage, expense and liability in connection with this Section 4.2 to the extent caused by, or arising out of the failure of Host Customer to comply with the provisions of this Section 4.2.

(a) Installation to Specifications and Standards. Upon satisfaction of the pre-installation conditions of Section 3.1, System Owner will begin installation at the Site. System Owner shall install, and test the System on the Site. System Owner shall perform Services in a good and workmanlike manner and in compliance with all Applicable Laws and regulations, including System compliance with the Host Utility's interconnection and Tariff requirements.

(b) Output During System Testing. During the Installation Period, System Owner or its Contractors may test the System, and Host Customer shall accept delivery of any Output resulting from such testing during the Installation Period. There shall

be no charge to Host Customer for Output delivered from the System during the Installation Period.

(c) Connection of System to Site Electrical System. System Owner shall be responsible for the interconnection of the System to the Site Electrical System and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Host Customer shall at all times own and be responsible for the operation and maintenance of the Site Electrical System at and from the Delivery Point.

4.1 Hazardous Materials and Refuse.

(a) Host Customer Representation. Host Customer is responsible for any and all Hazardous Materials preexisting at the Site. As used in this Agreement, "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any applicable law, and asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). Additionally, Host Customer represents that at the time it executes this Agreement, it has disclosed to System Owner any and all Hazardous Materials that exist at the Site or Premises in Exhibit 2 of this Agreement.

(b) System Owner Responsibilities. During the Installation Period and thereafter, System Owner agrees and shall cause its Contractors to agree, as follows:

(i) To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials; (ii) To remove all debris, extra materials, scaffolding, tools, machinery and other installation materials from the Site and other work areas at the conclusion of the Installation Period; and

(iii) To use and dispose of any Hazardous Materials brought to the Site or the Premises in connection with Services being performed in accordance with all Applicable Laws.

(c) Effect of Discovery of Hazardous Materials. If System Owner or its Contractors discover or become aware of any Hazardous Materials existing on the Premises or the Site during the installation and testing of the System that System Owner reasonably believes may require removal or remediation, or that otherwise impairs or prevents installation and testing of the System, System Owner shall promptly notify Host Customer, and System Owner may, in its sole discretion, suspend installation or testing of the System until such time as Host Customer has removed the Hazardous Materials and remediated the Premises to System Owner's satisfaction. System Owner shall have no responsibility or liability in respect of Hazardous Materials existing at the Premises (other than any Hazardous Materials brought to the Premises by or on behalf of System Owner). If Host Customer does not agree on a schedule and terms to remove the Hazardous Materials which permits System Owner to resume installation within thirty (30) days following the discovery of such Hazardous Materials at the Premises or the Site, then such failure shall be an Event of Default, Host Customer shall be liable for damages as a Defaulting Party in accordance with the provisions of Article XV, and System Owner may terminate this Agreement.

(d) Host Customer Hazardous Materials Indemnification. Host Customer agrees to indemnify and hold harmless the System Owner Indemnified Parties (as defined in Section 15.5) for any claims, fines, damages, and costs (including attorney's and consultant's fees) arising out of hazardous material liability to the extent Host Customer or Host Customer's contractors or agents are responsible, which in the case of Host Customer includes any and all Hazardous Materials preexisting at the Site, for such Hazardous Materials and is thus an Indemnifying Party under Section 15.5. This clause shall survive the termination of this Agreement and expiration of the Service Term.

(e) System Owner Hazardous Materials Indemnification. System Owner shall indemnify, defend and hold harmless the Host Customer Indemnified Parties (as defined in Section 15.5) against any claims, costs, damages, fees, or penalties arising out of hazardous material liability to the extent System Owner or System Owner's contractors or agents are responsible, which in the case of System Owner includes any and all Hazardous Materials brought onto the Site or Premises by System Owner or any of its contractors or its agents, for such Hazardous Materials and is thus an Indemnifying Party under Section 15.5. This clause shall survive the termination of this Agreement and expiration of the Service Term. System Owner's indemnification obligations under this Section 4.3(e) shall not extend to any claim to the extent such claim is associated with any pre-existing Hazardous Materials on or under the Site or the Premises

4.2 Licenses, Permits and Inspections During Installation. System Owner shall maintain and shall ensure that its Contractors maintain all required licenses and permits during the Installation Period. System Owner and its Contractors shall obtain all inspections required by all authorities having jurisdiction during the Installation Period and during the Term. Certificates of inspection or other appropriate documentation by said authorities shall be delivered to Host Customer upon completion of the installation of the System.

4.3 Contractors.

(a) Subcontracting Requirements. System Owner may hire Contractors by subcontracting the performance of any part or all of the Services System Owner is obligated to provide hereunder. All Contractors so engaged by System Owner shall be required by contract to have all permits, licenses, insurance and registrations required to perform the Services subcontracted to them.

(b) Host Customer Right to Remove Contractors from Site for Cause. Host Customer shall have the right to require the removal from the Site of any Contractor or the agents, employees or subcontractors of such Contractor, who, in Host Customer's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

4.4 Safe Workplace. While at the Premises and the Site, System Owner and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all Applicable Laws. System Owner shall cause the work to be carried out in accordance with Host Customer's published safety program, a copy of which has been delivered to System Owner.

4.5 Installation of Meter. System Owner shall install the Meter at the Delivery Point to measure the amount of Output delivered by the System to Host Customer. System Owner will own, operate and maintain the Meter during the Service Term at its own expense.

4.6 Net Metering Arrangements.

(a) System Owner Notification to Make Net Metering Arrangements. System Owner shall provide Host Customer with timely notification that Host Customer must make Net Metering Arrangements with the Host Utility in order for System Owner to be able to complete the installation and testing of the System. Within ten (10) business days of such notification from System Owner, Host Customer shall enter into Net Metering Arrangements by executing such agreements as may be required by Host Utility to permit the interconnection of the System with the Site Electrical System and to allow any Output of the System not consumed by the Host Customer to flow to the Host Utility. Host Customer shall promptly provide copies of such agreements and arrangements to System Owner when executed.

(b) Required Documentation. System Owner shall provide Host Customer with documentation under System Owner's control that the Host Utility requires by its Tariff to demonstrate that the System complies with the requirements of the Host Utility's interconnection standards.

4.7 Internet Access. Consistent with the System Description and Specifications in Exhibit 3, Host Customer shall make available to System Owner such internet access at the Premises and the Site for the continuous remote monitoring of the System's operation and performance.

4.8 Notification of Service Commencement Date. Upon the successful completion of the installation and testing of the System and Host Utility approval to operate the System, System Owner shall provide Host Customer with notice (a) that the System is ready to deliver Output and (b) of the Service Commencement Date.

ARTICLE V

OPERATION AND MAINTENANCE OF THE PREMISES, SYSTEM, SITE, AND SITE ELECTRICAL SYSTEM

5.1 System Owner Operation, Maintenance and Repair of System.

(a) System Owner shall maintain the System in good working condition, excluding ordinary wear and tear, and shall operate the System in accordance with all Applicable Laws, regulations and ordinances.

(b) If the System is damaged due to the negligence or intentional misconduct of Host Customer, then Host Customer shall be responsible for such costs incurred by System Owner for the repair or replacement of the System to the extent of its negligence or intentional misconduct.

5.2 System Owner Operation and Maintenance Contractors.

(a) Contractor Requirements. System Owner may engage Contractors to operate, maintain and repair the System. System Owner shall require any such Contractors to have all licenses,

permits and registrations and obtain inspections required for such service providers, and any such Contractors shall maintain insurance as required by Article XVI.

(b) Host Customer Right to Remove Contractors from Site for Cause. Host Customer shall have the right to require the removal from the Site of any Contractor or the agents, employees or subcontractors of such Contractor, who, in Host Customer's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

(c) Safe Workplace. While at the Premises and the Site, System Owner and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all Applicable Laws. System Owner shall cause the work to be carried out in accordance with Host Customer's published safety program, a copy of which has been delivered to System Owner.

5.3 Host Customer Operation, Maintenance and Repair of Premises and Site.

(a) Host Customer Responsibility and Coordination with System Owner. Host Customer shall be solely responsible for the operation, maintenance and repair of the Premises and the Site, including any repair, maintenance or replacement of the roof or structure on which the System is located, if the applicable System is rooftop or carport mounted photovoltaic system. Host Customer will advise System Owner in writing prior to making any adjustments, modifications, or upgrades to the Premises or Site to ensure that the Output of the System is not negatively impacted. The duration of any maintenance or repair that disrupts System Output shall constitute a Disruption of Delivery on the part of the Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System.

5.4 Flooding and Maintenance of the Waste Water Treatment Facility. Host Customer shall only flood the Site when necessary for the maintenance of the City of Porterville Waste Water Treatment Facility and in no event more than once a Contract Year. In the event that the Host Customer floods the Site or performs maintenance on the Site or the City of Porterville Waste Water Treatment Facility and such activity negatively disrupts the Output, such activity shall constitute a Disruption of Delivery on the part of Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System. Host Customer shall indemnify System Owner and its contractors from and against all loss, damage, expense and liability in connection with this Section 5.4 to the extent caused by, or arising out of, the acts or omissions of Host Customer related to the flooding or maintenance of the City of Porterville Waste Water Treatment Facility, or the failure of Host Customer to comply with the provisions of this Section 5.4.

5.5 Host Customer Maintenance and Repair of Site Electrical System.

(a) Host Customer shall maintain the Site Electrical System in good working order, and shall perform such other maintenance, repair and upgrades as may be required including but not limited to such work required by the Host Utility or by Applicable Law. Host Customer will advise System Owner in writing prior to making any adjustments, modifications, or upgrades to the Site Electrical System to ensure that the Output of the System is not negatively impacted.

(b) The duration of any maintenance, repair, or upgrade that disrupts System Output shall constitute a Disruption of Delivery on the part of the Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for such maintenance or repair shall not constitute a Disruption of Delivery on the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System.

5.6 Notice of System Malfunction and Non-Interference. Host Customer shall notify System Owner immediately upon learning of (a)

any material malfunction of or damage to the System and (b) any interruption or alteration of the energy supply to the Premises. Host Customer may not adjust, modify, maintain, alter, service or in any way interfere with the System, except as authorized in writing by System Owner, or in the event of an emergency if there is an imminent threat to life or property in which case Host Customer shall give System Owner or its designated Contractor immediate notice of such emergency. Host Customer shall be responsible for any damage to the System that is caused by its negligent or intentional interference with the System.

5.7 Host Customer Continuing Responsibility for Net Metering. At all times during the Service Term, Host Customer shall maintain the Net Metering Arrangements and any other related agreements.

5.8 Internet Access. Consistent with the System Description and Specifications in Exhibit 3, Host Customer shall make available to System Owner such internet access at the Premises and the Site for the continuous remote monitoring of the System's operation and performance.

ARTICLE VI ACCESS AND SPACE PROVISIONS

6.1 Adequate Space for Installation. Host Customer shall provide System Owner and its Contractors with adequate space on the Premises and the Site during the Installation Period for System Owner's installation and testing of the System, including reasonable staging and lay down areas.

6.2 Adequate Access for System Owner: Grant of License.

(a) Host Customer shall provide System Owner adequate access to the Premises and the Site for System Owner's installation, operation, maintenance, and, to the extent applicable, repair, replacement or removal of all or part of the System. Host Customer shall provide System Owner access to the Premises during regular business hours, outside of regular business hours upon reasonable request of System Owner, and at any time in the event of an emergency as may be necessary for System Owner to fulfill its obligations under this Agreement. Such access shall be subject to reasonable supervision by Host Customer as Host Customer may require. System Owner shall use reasonable efforts to minimize disruption to Host Customer's operations.

(b) This Agreement shall constitute a non-exclusive license throughout the Term of this Agreement granting System Owner reasonable access to, occupancy of and use of the Premises for System Owner to exercise its rights and meet its obligations hereunder. Host Customer will insure that any other license or other allowed use of the Premises shall not interfere with System Owner's reasonable access hereunder.

(c) As used in this Article VI access rights applicable to System Owner shall include access for System Owner's agents, Contractors and assigns.

6.3 Access by Host Customer to System. Because the System will be located on the Premises, the Parties acknowledge that Host Customer will have access to the Site for maintenance of Host Customer's property, safety, security, and emergency purposes. Host Customer shall take all reasonable actions to ensure that the operation of the System is not disrupted when Host Customer accesses the Site, and that the System will not be damaged thereby as a result of the actions or inactions of Host Customer, its designee(s) or invitees.

6.4 Prevention of Unauthorized Access. Host Customer, in consultation with the System Owner, shall develop and implement, prior to the Service Commencement Date, written policies, systems and practices to prevent unauthorized access to and trespass on the System and to prevent harm or damage to the System or to Output.

ARTICLE VII ADDITIONAL COVENANTS

7.1 Ownership of System by System Owner.

(a) Host Customer and System Owner (i) intend that the System shall at all times be the personal property of System Owner severable from the Site and the Premises and shall not become a fixture and (ii) shall each take such actions as are reasonably required by the other Party to ensure that the System constitutes the personal property of System Owner and shall not become a fixture.

(b) If any person attempts to claim ownership of or other rights to the System by asserting any claim against or through Host Customer, and such claim is not attributable to any act or omission of System Owner, Host Customer agrees to protect and defend System Owner's title to the System, at Host Customer's expense. Host Customer will at all times keep the System free from any legal process and any lien not attributable to any act or omission of System Owner, and will give System Owner immediate notice if any

legal process or lien is asserted or made against the System or against Host Customer where the System may be subject to any lien, attachment or seizure by any Person.

7.2 Use of Premises.

(a) Host Customer intends to continue to use the Premises in a manner similar to its present use throughout the Term, except as has been disclosed to System Owner by Host Customer and included in Exhibit 2 of this Agreement. Host Customer shall give reasonable prior notice to System Owner of any material modification of the Premises or change in the use of the Premises that would have an impact on the operation of the System or on Host Customer's consumption of Output.

(b) If Host Customer provides a notice to System Owner pursuant to Section 7.2(a) that it seeks to make a material modification of the Premises or to change the use of the Premises in a way that would have an impact on the operation of the System or on Host Customer's consumption of Output, the Parties shall attempt to amend this Agreement so as to preserve to System Owner the economic benefits of this Agreement prior to such modification or change. If the Parties are unable to reach agreement on an amendment within ten (10) business days of the date Host Customer notifies System Owner of such change or modification, System Owner shall have the right to treat such change as an Event of Default hereunder and terminate this Agreement. In such event, (a) System Owner shall have the right to remove the System from Host Customer's property and the Premises and (b) Host Customer shall be liable for damages in accordance with the provisions of Article XV.

7.3 Obstructions.

(a) Host Customer shall not install or permit to be installed on the Premises (or any other property owned or controlled by Host Customer) any physical obstruction to the operation of the System that reduces Output.

(b) In the event that any obstruction that could reasonably be expected to reduce Output is proposed to be erected or installed on property other than the Premises or other than property owned or controlled by Host Customer, Host Customer shall promptly deliver to System Owner copies of any notice relating thereto received by Host Customer, and System Owner shall have the right to intervene or to direct Host Customer to intervene (at System Owner's expense) in any proceeding and to contest the installation or erection of any such obstruction. In the event such obstruction is installed, (a) System Owner shall have the right to remove the System from Host Customer's property and the Premises.

7.4 Status of Premises and Site.

(a) In the event that any or all of the Premises is or becomes subject during the Term to a new lease, security interest, lien or mortgage, Host Customer shall require that the lessor or the holder of such security interest, lien or mortgage enter into an agreement with System Owner, or provide an estoppel reasonably acceptable to System Owner and the lenders, acknowledging and recognizing System Owner's rights under this Agreement and acknowledging that the System is the personal property of System Owner severable from the Site and not a fixture.

(b) If necessary after the execution of this Agreement, Host Customer shall from time to time grant to System Owner easements, leases, licenses, consents, acknowledgments, and approvals and other rights System Owner reasonably requires for the installation and testing of the System, production and delivery of Output to the Delivery Point, and the operation and maintenance of the System under this Agreement.

7.5 Creditworthiness of Host Customer.

(a) Host Customer has provided the financial information set forth in Exhibit 4. Additionally, during the Term of the Agreement and when requested by System Owner, Host Customer shall promptly provide reasonable evidence of creditworthiness and ability to pay amounts due under this Agreement. If requested by System Owner, Host Customer shall deliver (i) within one hundred and twenty (120) days following the end of the fiscal year, a copy of Host Customer's annual report containing audited consolidated financial statements for such fiscal year and (ii) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Host Customer's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Host Customer diligently pursues the preparation, certification and delivery of the statements.

(b) In the event that System Owner has reasonable grounds to believe that Host Customer's creditworthiness or ability to pay amounts due under this Agreement has become unsatisfactory, System Owner will provide Host Customer with written notice requesting Performance Assurance in an amount determined by System Owner in a commercially reasonable manner. Upon receipt of such notice, Host Customer shall have thirty (30) business days to remedy the situation by providing the requested Performance Assurance to System Owner as security to demonstrate its continued ability to pay amounts due under this Agreement. In the event that Host Customer fails to provide such Performance Assurance within thirty (30) days of receipt of notice, then an Event of Default with respect to Host Customer under Section 15.1(h) will be deemed to have occurred and System Owner will be entitled to the remedies set forth in Section 15.2 of this Agreement.

ARTICLE VIII

ENVIRONMENTAL CREDITS AND SYSTEM ATTRIBUTES

8.1 System Attributes. System Owner shall at all times during the Term own and retain exclusive rights to any and all attributes, products or economic benefits attributable to the System or to the production and delivery of Output, including but not limited to Environmental Credits, Capacity and Ancillary Services.

8.2 Environmental Credits. All Environmental Credits, whether available directly or indirectly, shall be and shall remain the property of System Owner for the Service Term. System Owner shall have sole use of such Environmental Credits and shall be permitted to use such Environmental Credits for itself, or to sell, grant, convey, or otherwise dispose of such Environmental Credits to any other Person, in System Owner's sole discretion. Host Customer hereby grants, makes and conveys to System Owner an absolute and irrevocable assignment of any and all right, title and interest Host Customer may at any time have in or to any Environmental Credits.

8.3 Documentation. At System Owner's request, Host Customer will complete any and all documentation required to substantiate the existence, nature, and/or quantity of Environmental Credits produced by the System, or required to validate System Owner's rights to and ownership of the Environmental Credits.

ARTICLE IX

PURCHASE AND SALE OF OUTPUT

9.1 Purchase and Sale of Output. On and after the Service Commencement Date and through the end of the Service Term and any Renewal Term, System Owner shall deliver and sell to Host Customer to the Delivery Point, and Host Customer shall accept delivery and purchase at the Delivery Point, all of the Output at the Solar Electricity Price.

9.2 Solar Electricity Price. Beginning on the Service Commencement Date, the Solar Electricity Price paid by Host Customer for Output shall be as specified in the Cover Sheet.

9.3 Other Electricity Purchases.

(a) System to Reduce Other Electricity Purchases. The Parties intend that the Output will reduce Host Customer's purchase of electricity from the Host Utility or retail electricity suppliers, and acknowledge that the System is not expected to meet the entirety of Host Customer's demand for electricity. To the extent that at any time the Output is insufficient to meet all of Host Customer's electricity demand, Host Customer will be responsible for purchasing electricity from such other sources. The Parties further intend that Host Customer's obligations to purchase Output shall not be reduced by the installation of another power source(s) on the Premises.

(b) Other Electricity Purchase Agreements. Host Customer shall be responsible for maintaining and fulfilling all obligations to any of its other electricity service providers, including but not limited to any competitive electric supplier of generation or transmission services to Host Customer, and for meeting all requirements imposed by any such electricity service provider and by any federal, state or local government agencies with respect to such services and to the purchase of the Output.

9.4 Sale Only to Host Customer. In no event shall System Owner sell, or be deemed to have sold, Output to any Person other than Host Customer.

9.5 Host Customer Net Metering Obligation. The Parties recognize and acknowledge that, from time to time, (a) the Output may exceed Host Customer's demand for electricity or (b) Host Customer will otherwise be unable to consume Output delivered to the Delivery Point. Host Customer shall nonetheless accept and take title to the Output at the Delivery Point and shall have in place and maintain Net Metering Arrangements as required by Tariff or by the Host Utility to deliver to the Host Utility any Output that exceeds Host Customer's demand for, or ability to consume, electricity; provided that if, through

no cause attributable to Host Utility or System Owner, Host Customer fails to enter into, fails to maintain or otherwise fails to comply with the required Net Metering Arrangements, and as a result of such failure, System Owner cannot deliver Output to Host Customer, then such failure shall constitute a Disruption of Delivery and an Event of Default, and Host Customer shall be liable to System Owner for the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Host Customer as Output, in accordance with the provisions of Article XV.

9.6 **Taxes.** System Owner is responsible for any local, state and federal income taxes attributable to System Owner for income received under this Agreement and for any personal property taxes attributable to the System.

Host Customer shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by System Owner to Host Customer. Customer shall provide any certifications of tax exempt status to System Owner, which shall recognize such status. Host Customer shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse System Owner for any and all such taxes assessed against and paid by System Owner.

9.7 **Invoice and Payment.** Following the end of each calendar month during the Service Term, System Owner shall prepare and provide Host Customer an invoice for the Output delivered in the prior month (or partial month if the Service Commencement Date is not the first day of a month). Deliveries during the month of an anniversary date shall be prorated as to the applicable Solar Electricity Price. The amount due for the Output shall be determined by multiplying the applicable Solar Electricity Price by the Output delivered (or deemed delivered) to Host Customer during such month, and each invoice shall set forth in reasonable detail the calculation of all amounts owed. Delays in the issuance of any such invoice shall not constitute any waiver of Host Customer's obligation to pay once Host Customer has actually received an invoice from System Owner, or System Owner's right to collect, any payment under any such invoice.

(a) **Payments.** Subject to its contest rights set forth in Section 9.7(b), Host Customer shall pay the full amount of each invoice on or before the thirtieth (30th) day following issuance thereof ("**Due Date**"). All payments made by Host Customer under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in the Cover Sheet, or by check payable to System Owner (unless otherwise directed in writing by System Owner) at the address for notices set forth in Section 18.3, as such instructions or address may be modified by System Owner by notice to Host Customer in writing.

(b) **Late Payment Fees.** If any part of a monthly payment is not made by Host Customer within twenty-five (25) days following the Due Date, Host Customer agrees to pay System Owner a late fee that shall accrue on the basis of one percent (1%) per month (or such lower percentage as and if required by Applicable Law) on the amount of such late payment ("**Late Fee**").

(c) **Contest Rights.** Host Customer shall notify System Owner in writing within fifteen (15) business days of issuance of the monthly invoice of any portion of the invoiced amount that it has a reasonable basis to dispute in accordance with Section 18.1 and the basis for such Dispute. The contested portion of any invoiced amount shall not relieve Host Customer of its obligation to pay the uncontested portion of such invoice as set forth in Section 9.7(a).

ARTICLE X METERING

10.1 **Metering.** During the Service Term, System Owner shall, at its own expense, own, operate and maintain the Meter and provide necessary Meter related services.

10.2 **Meter Reading.** System Owner shall cause the Meter to be read at the end of each calendar month, and shall cause the Output delivered to Host Customer to be recorded. The reading shall be used as the basis for calculating the amount to be invoiced pursuant to Section 9.7 under this Agreement.

10.3 **Alternative Measures in Event of Non-Operability.** If the Meter is out of service or registers inaccurately, then the measurement of the Output shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that System Owner or Host Utility may have installed, if registering accurately; (b) a mathematical calculation, if upon a calibration test of such Meter a percentage error is ascertainable; or (c) estimates of deliveries of Output by reference to quantities measured during periods of similar conditions when such Meter was registering accurately.

10.4 Calibration.

(a) System Owner shall notify Host Customer of the time it will test and calibrate the Meter and Host Customer may witness such testing. Host Customer may request that System Owner to re-test and re-calibrate the Meter, and any such testing shall be at Host Customer's expense if such tests indicate that the Meter is accurate within plus or minus two percent (2%). Host Customer may witness any re-tests.

(b) If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus 2 percent (+2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

(c) If, upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus 2 percent (+2%), then such Meter shall be promptly repaired or adjusted to record properly and any previous readings from such Meter used to compute invoices for Output shall be corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previous invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate.

(d) If upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus two percent (+2%), then the payments for Output made since the previous test of such Meter shall be adjusted to reflect the corrected readings as determined in accordance with Section 10.4(c). If the difference in the previously invoiced amounts minus the adjusted payment is a positive number (Meter has over-registered Output), that difference will offset amounts owing by Host Customer to System Owner in subsequent month(s). If the difference is a negative number (Meter has under-registered Output), the difference shall be added to the next month's invoice and paid by Host Customer to System Owner on the Due Date of such invoice.

ARTICLE XI OUTPUT INTERRUPTIONS

11.1 Expected Output and Guaranteed Output

(a) The quantity of electricity that the System is expected to be able to deliver to Host Customer during each Contract Year of the Term is set forth in Exhibit 6 (System Guaranteed Output) ("**Expected Output**"). Throughout the Term, System Owner shall be required to deliver to Host Customer no less than the Guaranteed Output (as defined below) in the aggregate in any three consecutive Contract Years during the Term. "**Guaranteed Output**" means an amount of electricity, as measured in KWh, equal to the sum of two-hundred eighty-five (285%) of the Expected Output, adjusted for weather, for such three Contract Year period (e.g., the equivalent of the sum of 95% of the Expected Energy in each 12-month Contract Year period).

(b) In the event that the System does not deliver at least 95% of the Expected Output in a certain Contract Year (a "**Shortfall Year**"), a measurement period will begin. This measurement period will include the Shortfall Year and shall continue for two additional Contract Years (a "**Performance Measurement Period**"). If the System does not deliver the Guaranteed Output during the Performance Measurement Period, System Owner shall pay Host Customer as liquidated damages for such Shortfall Year, and not a penalty, damages calculated in accordance with Exhibit 6 (Systems Guaranteed Output). The liquidated damages for such Shortfall Year shall be based on the percentage shortfall below 95% of the Expected Output, which amount shall be reduced by any output in the second and third Contract Years of the Performance Measurement Period, which is in excess of 95% of the Expected Output. System Owner shall not pay for any shortfalls in the second and third Contract Years of the Performance Measurement Period. If the System does not deliver at least 95% of the Expected Output in the second or third Contract Years of a Performance Measurement Period, each Contract Year shall begin a new Performance Measurement Period. Each Party agrees and acknowledges that (a) the damages that Host Customer would incur due to failures in achieving the Guaranteed Output during any Performance Measurement Period would be difficult or impossible to predict with certainty, and (b) the applicable liquidated damages calculated in accordance with Exhibit 6 (Systems Guaranteed Output) are an appropriate approximation of such damages. Notwithstanding the foregoing, Host Customer shall have no payment obligations for Deemed Delivered Output, as defined below, under this section,

except as otherwise provided in this PPA, including those payment obligations under section 11.4.

(c) System Owner shall be excused from achieving the Guaranteed Output during any Performance Measurement Period to the extent caused by or attributable to a Force Majeure Event, a Host Customer Event of Default, a Disruption of Delivery, or any disruption of Output attributable to the action or inaction of Host Customer. For purposes of determining whether System Owner has achieved the Guaranteed Output, System Owner shall be deemed to have delivered to Host Customer electricity in the amount it could reasonably have delivered to Host Customer but was prevented from delivering to Host Customer by reason of a Force Majeure Event, a Host Customer Event of Default, a Disruption of Delivery, or a disruption of Output attributable to the action or inaction of Host Customer ("**Deemed Delivered Output**").

11.2 Intermittent Interruptions Are Expected. Host Customer acknowledges and understands that the System, as a solar photovoltaic system, will produce Output intermittently, and will not provide Host Customer with an uninterrupted supply of electricity. THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO HOST CUSTOMER OF AN UNINTERRUPTED SUPPLY OF ELECTRICITY. System Owner shall not be liable to Host Customer for any intermittent interruption in Output during the Term, nor shall System Owner be responsible for Host Customer's cost of alternative supplies of electricity during any such interruption. If delivery of Output from the System is interrupted other than as a result of the default, negligent acts or omissions of Host Customer or as otherwise provided in Section 11.3, System Owner will make commercially reasonable efforts to restore Output in a timely manner.

11.3 Interruption of Output.

(a) Notwithstanding anything to the contrary in this Agreement, System Owner shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, or alteration of the System, or at the direction of authorized governmental authorities or electric utilities. Other than in the event of an unexpected interruption or in the event of an emergency, System Owner shall give Host Customer notice prior to an interruption of Output, which shall be within 10 business days where practicable, and an estimate of the expected duration of the interruption.

(b) System Owner shall not be required to supply Output to Host Customer at any time System Owner reasonably believes the Site or Site Electrical System to be unsafe, but in no event will System Owner have any responsibility to inspect or approve the Site Electrical System. Similarly, Host Customer, should it deem System to be in an unsafe condition, shall have the right to direct System Owner to disconnect System, or, in the case of imminent danger caused by such unsafe condition, Host Customer may disconnect System from its Site or Site Electrical System without penalty under this Agreement. In such an occurrence, Host Customer shall notify System Owner of said unsafe condition and of the emergency disconnection without delay.

11.4 Disruption of Delivery. In the event that System Owner is capable of generating and delivering Output to Host Customer, but Host Customer fails to accept delivery of such Output (a "**Disruption of Delivery**"), Host Customer agrees to pay System Owner for such Output as follows:

(a) Payments that Host Customer would have made to System Owner for Output that would have been produced during the period of the Disruption of Delivery;

(b) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues that System Owner would have received under any state solar incentive program and any other assistance program with respect to Output that would have been produced during the period of the Disruption of Delivery; and

(c) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues from Environmental Credits that System Owner would have received with respect to Output that would have been produced during the period of the Disruption of Delivery with due consideration to compliance fee payments to governmental authorities that may be caused by the Disruption of Delivery.

(d) Payments will be made in accordance with the terms of Section 9.7.

11.5 Cost to Restore Service Following Interruption. System Owner shall bear any costs associated with restoring service following any interruption of the supply of Output from the System as a result of

System Owner's operation of the System. Host Customer shall bear the costs associated with the restoration of the delivery of Output if an interruption is caused by the actions or inactions of Host Customer or the condition of the Premises, Site or Site Electrical System.

ARTICLE XII
SYSTEM PURCHASE OPTIONS

12.1 Purchase Option.

(a) Provided that Host Customer has fulfilled all obligations to System Owner under this Agreement, Host Customer shall have the option to purchase the System by notifying System Owner in writing that Host Customer intends to exercise its option under this Section 12.1 at least ninety (90) days prior to (i) the last day of the sixth (6th) year during the Service Term; (ii) the last day of the fifteenth (15th) year during the Service Term; or (iii) the expiration of the Service Term.

(b) If Host Customer exercises its option under subsections 12.1(a)(i) and 12.1(a)(ii), Host Customer shall pay System Owner an amount equal to the greater of (a) fair market value for the System and its Output or (b) the Termination Value for the applicable Contract Year, as set forth in Exhibit 7. If Host Customer exercises its option under subsection 12.1(a)(iii), Host Customer shall pay System Owner an amount equal to the fair market value for the System and its Output.

(c) Upon Host Customer's payment for the System, System Owner shall furnish the System to Host Customer, including all components thereof and operation manuals, in the condition at the time of determination of the fair market value, subject to normal wear and tear.

(d) The term "fair market value" as used in this Agreement shall mean (i) the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer (other than the user currently in possession), neither of whom is under compulsion to complete the transaction, for the purchase of the System as removed from the Site at the date of determination, de-installed, packed, crated and ready for shipment to such buyer or, if higher, as installed on the Site and (ii) as determined by the mutual agreement of the Parties. If unable to agree, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value the System; such valuation to be binding absent fraud or manifest error. The costs of the appraisal shall be borne equally by the Parties. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two proposed appraiser firms.

12.2 Transfer to Host Customer. Upon transfer of ownership of the System to Host Customer, System Owner shall have no further obligation with respect to the performance, installation, operation, maintenance or repair of any part or component of the System; *provided, however*, System Owner agrees to pass through and to transfer to Host Customer any applicable manufacturers' warranties provided on the System, to the extent that such warranties are transferable.

12.3 Non-Election and Removal. If Host Customer does not purchase the System pursuant to Section 12.1, or if System Owner and Host Customer do not agree to renew this Agreement pursuant to Section 2.2, System Owner shall, within one hundred and twenty (120) days after the end of the Service Term, remove the System from the Site at its expense including the reasonable expense of repairing any adverse impact such removal directly causes to the Site or the Premises.

ARTICLE XIII
REPRESENTATIONS

13.1 Host Customer Representations. Host Customer makes the following representations and warranties to System Owner:

(a) Host Customer is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

(b) Host Customer has all the rights required to enter into this Agreement and perform its obligations hereunder, and has obtained all necessary consents, if any, from third parties, including any mortgagee if applicable.

(c) This Agreement is enforceable against Host Customer in accordance with its terms and does not conflict with or violate the terms of any other agreement to which Host Customer is a party, including, if applicable, any agreement pursuant to which Host Customer leases, occupies, or has financed the Premises or the Site.

(d) Host Customer has no knowledge of any facts or circumstances that could adversely affect its ability to perform its obligations hereunder.

(e) The information provided to System Owner by Host Customer pursuant to this Agreement and as requested by the System Owner under this Agreement shall be true and accurate in all respects as of the date delivered to System Owner including but not limited to: data concerning energy usage for the Premises, any financial information relating to Host Customer or required for financing of the System construction drawings for the Premises.

(f) As of the Effective Date, Host Customer is not subject to any bankruptcy or insolvency proceeding and is solvent and is able to pay its debts as they become due.

(g) Host Customer shall use commercially reasonable efforts to satisfy all conditions precedent in Section 3.1.

13.2 System Owner Representations. System Owner makes the following representations and warranties to Host Customer:

(a) System Owner is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

(b) System Owner has all the rights required to enter into this Agreement and perform its obligations hereunder, and has obtained all necessary consents, if any, from third parties including any mortgagee.

(c) This Agreement is enforceable against System Owner in accordance with its terms and does not conflict with or violate the terms of any other agreement to which System Owner is a party.

(d) System Owner has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.

(e) The information provided to System Owner by Host Customer pursuant to this Agreement as of the Effective Date is true and accurate in all material respects.

(f) System Owner shall use commercially reasonable efforts to satisfy all conditions precedent in Section 3.1.

ARTICLE XIV FORCE MAJEURE

14.1 Definition of Force Majeure, Force Majeure Events. "Force Majeure" means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (b) such event is not due to such Party's negligence or intentional misconduct, (c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and (e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party's failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; and riot or civil unrest; *provided*, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

14.2 No Default. Neither System Owner nor Host Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. Notwithstanding any provision in this Agreement to the contrary, the Host Customer shall not be obligated to make payments under this Agreement for any period during which the System Owner is unable to deliver Output to the Host Customer by reason of a Force Majeure Event.

14.3 Notice and Cure. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, then such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to remove or repair the cause of the Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable.

14.4 Termination for Force Majeure. Either Party shall be entitled to terminate this Agreement upon ten (10) days prior written notice to the other Party if any Force Majeure Event affecting the other Party has been in existence for a period of ninety (90) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such ninety (90) day period.

ARTICLE XV DEFAULT, REMEDIES AND LIMITATIONS, INDEMNITY, RELEASE AND DISCLAIMER

15.1 Default. Each Party (the "Defaulting Party") shall be liable to the other Party (the "Non-Defaulting Party") for the following "Events of Default."

(a) *Failure to Perform or to Meet a Material Obligation.*

(i) System Owner's unexcused failure to provide any Output following the Service Commencement Date for a period of at least sixty (60) consecutive days during the Service Term ("Non-Delivery Period"); *provided* that the Non-Delivery Period shall not include any period during which the System is not operating due to a Force Majeure Event or any period during which the Host Customer is in default hereunder or otherwise cannot accept delivery of Output, and such periods shall interrupt any calculation of consecutive days, and *provided, further*, that System Owner's failure to deliver Output following the Non-Delivery Period shall not be a default for so long as System Owner, at its option, pays to Host Customer on a monthly basis in arrears the positive difference, if any, between the Solar Electricity Price Host Customer would have paid for Output during the Non-Delivery Period and the rate for electricity service from Host Utility in effect at the time, until such time as System Owner restores deliveries of Output to Host Customer.

(ii) Host Customer's failure to pay an invoice following the Due Date, and such failure continues for a period of thirty (30) days after System Owner provides written notice of such nonpayment to Host Customer.

(iii) Host Customer's modification or change in use of the Premises without System Owner's prior written consent, failure to keep the System free from legal process or liens to accommodate a modification or change in use of the Premises, failure to obtain an acknowledgement from a financial entity that the System is not a fixture, or failure to provide requested Performance Assurance to System Owner, when and as required pursuant to Articles VI and VII.

(iv) Host Customer's Disruption of Delivery pursuant to Section 11.4.

(v) Host Customer's failure to remove Hazardous Materials pursuant to Section 4.2(c).

(vi) Host Customer's failure to maintain the Premises, Site and Site Electrical System pursuant to Sections 5.3 and 5.4.

(vii) Host Customer's failure to maintain the Net Metering Arrangements pursuant to Section 5.6.

(viii) Host Customer's failure to facilitate an assignment or agreement in accordance with Section 17.1(b).

(ix) A Party's failure to perform fully any other material obligation under a provision of this Agreement including but not limited to those provisions explicitly set forth in this Section 15.1(a) and either (A) such failure continues for a period of ten (10) business days after written notice of such nonperformance from the other Party or (B) if the nonperforming Party commences an action to cure such failure to perform within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, but such failure is still not cured within thirty (30) days after the expiration of the initial ten (10) business day period.

(b) Material Misrepresentation. Representations, warranties and other statements made by a Party that misrepresent a material fact as of the Effective Date or thereafter, and such misrepresentation has a material adverse effect on the other Party that is not cured within ten (10) business days from the earlier of (i) notice from the Party affected by the misrepresentation and (ii) the discovery or determination by a Party of its misrepresentation; *provided*, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

(c) Bankruptcy. A Party (i) voluntarily files or has filed against it a bankruptcy or other similar petition and such involuntary filings is not stayed or dismissed within 90 days, (ii) enters into an

assignment of its assets for the benefit of its creditors or (iii) otherwise is unable to pay its debts as they become due

15.2 Remedies. Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Non-Defaulting Party shall have the option, but not the obligation, to terminate this Agreement, and the Defaulting Party shall be liable to the Non-Defaulting Party for damages for Default.

(a) If a Host Customer Event of Default occurs, (i) System Owner shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Host Customer, and following such termination, shall have the right to remove the System from the Premises, and (ii) Host Customer shall be liable to System Owner for actual, direct damages, including any applicable costs for undelivered Output which the Parties agree are considered direct damages. . At all times following an Event of Default by the Host Customer until the termination of this Agreement, System Owner shall have the right, but not the obligation, to deliver the Output to the Host Customer, and the Host Customer shall be obligated to purchase and pay for such Output in accordance with this Agreement.

(b) If a System Owner Event of Default occurs, then Host Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to System Owner. System Owner shall be liable to Host Customer for actual, direct damages. Following such termination, System Owner shall have the right to remove the System from the Site within ninety (90) days after such termination, and shall promptly make or have made any repairs to the Site to the extent necessary to repair any adverse impact such removal causes to the Site.

(c) Host Customer shall be liable to System Owner for any actual, direct damages. Subject to ordinary wear and tear of the System, Host Customer agrees to pay System Owner for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the System, to the extent resulting from negligence or intentional misconduct of Host Customer or any of its contractors, agents, tenants, employees, partners, owners, subsidiaries, affiliates or invitees, or resulting from the failure of Host Customer to reasonably protect the System from trespass or other unauthorized access as provided in this Agreement.

(d) System Owner shall be liable to Host Customer for any actual, direct damages caused by a System Owner Event of Default. System Owner agrees to pay Host Customer for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the Site or Host Customer's personal property or fixtures on the Site, to the extent resulting from negligence or intentional misconduct of System Owner or any of its contractors, second-tier contractors, agents, employees, partners, owners, subsidiaries or affiliates.

15.3 Limitation of Liability. EXCEPT WITH RESPECT TO LIQUIDATED DAMAGES, INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT,, neither Party shall be liable to the other Party for any special, indirect or consequential damages arising out of the performance or non-performance of this Agreement, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty.

15.4 Reservation of Rights. Neither termination nor the exercise of any other right or remedy by a Non-Defaulting Party hereunder shall eliminate the Non-Defaulting Party's right to pursue any other remedy given under this Agreement now or hereafter existing at law, in equity or otherwise.

15.5 Mutual General Indemnity. To the maximum extent permitted by law, each Party hereto (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense and liability in connection with this Agreement (including court costs and reasonable attorney's fees) to the extent caused by, or arising out of, the negligent acts or omissions of the Indemnifying Party, or the failure of the Indemnifying Party to comply with the provisions of this Agreement.

15.6 Defense of Claims. An Indemnifying Party shall have the right to defend an Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no

Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

15.7 Release of Liens and Claims. So long as and to the extent Host Customer has paid amounts that become due and owing to System Owner hereunder, System Owner shall hold harmless Host Customer from all liens and claims filed or asserted by System Owner's independent contractors, second-tier contractors or other third parties against Host Customer or the Premises for services performed or material furnished to System Owner by such parties. System Owner shall, at no cost to Host Customer, promptly release, discharge or otherwise remove any such lien or claim by bonding, payment or otherwise and shall notify Host Customer of such release, discharge or removal. If System Owner does not timely cause any such lien or claim to be released, discharged or otherwise removed, Host Customer shall have the right (but not the obligation) to pay all sums necessary to obtain releases, discharges or removals (including the settlement of any lien or claim). In such event, Host Customer shall have the right to deduct all amounts so paid (plus reasonable attorneys' fees) from amounts due System Owner hereunder. Alternatively, upon reasonable demand by Host Customer, System Owner shall reimburse Host Customer for such amounts

15.8 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (INCLUDING ANY SERVICES, GOODS, MATERIALS OR OTHER ITEMS SUPPLIED HEREUNDER), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

ARTICLE XVI INSURANCE

System Owner's Insurance: At all times relevant to this Agreement, System Owner shall maintain (or shall cause its Contractors to maintain), with a company or companies licensed or qualified to do business in the State of California and rated A / VIII or above by A.M. Best, workers' compensation insurance in compliance with appropriate federal and State of California laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, including, but not limited to products and completed operations, personal injury and advertising injury and contractual liability coverage for all of the provisions or this Agreement, with limits of not less than \$5,000,000 per occurrence. If any coverage is placed on a claims-made form, System Owner will maintain coverage for five (5) years following the completion of work

System Owner shall, at its sole expense, procure and maintain, throughout the term of this Contract, property insurance or builders risk insurance covering the work, the Site where such work is to be performed, and any materials and equipment to be incorporated into such work or Site (including, but not limited to, materials and equipment in transit or construction work in progress). Any required payment of deductibles will be the responsibility of System Owner, except that with respect to any property damage to System Owner's property arising out of the fault of Host Customer. Host Customer shall bear the responsibility of the required payments pursuant to Section 5.1 (b) of this Agreement. Host Customer's personal property shall be excluded from any such property insurance or builders risk insurance policy procured by Owner

Host Customer's Insurance: At all times relevant to this Agreement at its sole expense shall procure and maintain throughout the Term of this Agreement, Host Customer shall maintain, with a company or companies licensed or qualified to do business in the State of California and rated A / VIII or above by A.M. Best, workers' compensation insurance in compliance with appropriate federal and State of California laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, including, but not limited to products and completed operations, personal injury and advertising injury and contractual liability coverage for all of the provisions or this Agreement, with limits of not less than \$5,000,000 per occurrence If any coverage is placed on a claims-made form, Host Customer will maintain coverage for five (5) years following the completion of work Such insurance will name the System Owner as additional insured with respect to System Owner's liability arising out of the operations of Host Customer. Such coverage shall be primary and non contributory to any insurance or self insurance of System Owner. The required limits may be met with any combination of primary and excess/umbrella insurance policies.

Certificates. Host Customer shall cause certified copies of all required insurance policies to be endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". All policies listed in Section 16.2(c) shall grant System Owner, its successors, subsidiaries, directors, officers, agents and employees a waiver of subrogation. The commercial general liability policy in Section 16.

ASSIGNMENT

16.1 Assignment by Host Customer.

(a) Host Customer shall not assign this Agreement without the consent of System Owner, such consent not to be unreasonably withheld.

(b) In the event that Host Customer assigns or sells its interest in the Premises to a third party such that Host Customer will no longer own or occupy the Premises, Host Customer must notify such third party of System Owner's ownership interest in the System and its status as the personal property of System Owner, severable from the Site. Host Customer shall use commercially reasonable efforts to facilitate discussions between System Owner and any such successor owner or occupant of the Premises regarding the sale of Output to such new owner or occupant pursuant to an assignment of this Agreement acceptable to System Owner. In the event that System Owner accepts such an assignment or enters into an agreement with such new owner or occupant for the sale of Output on terms at least as favorable to System Owner as this Agreement, then Host Customer shall have no further liability to System Owner. Otherwise, Host Customer shall be liable to System Owner for damages in accordance with the provisions of Article XV.

16.2 Assignment by System Owner.

(a) System Owner may, with the prior written consent of Host Customer, which consent shall not be unreasonably withheld, assign its interest in and be released from its obligations under this Agreement, as long as the assignee shall expressly assume this Agreement and agrees to be bound by the terms and conditions hereof.

(b) System Owner may, without the consent of Host Customer, (i) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliate or successor or (ii) collaterally assign to its lenders, in connection with a financing of the System, all or any part of System Owner's rights or obligations hereunder. Host Customer agrees to provide acknowledgements, consents, or certifications reasonably requested by System Owner's lenders in conjunction with such financing. System Owner shall inform Host Customer of any such transfers or assignments.

ARTICLE XVII MISCELLANEOUS

17.1 Disputes. The Parties agree to attempt to resolve any dispute, controversy or claim (each, a "*Dispute*") arising out of or relating to this Agreement or any breach or alleged breach hereof through an informal process that shall be assigned to an executive officer of each Party. In the event such a process fails, each Party may seek appropriate relief in an appropriate forum.

17.2 Confidentiality.

(a) Both Parties agree that this Agreement and its performance by both Parties are proprietary and, to the fullest extent permitted by law, confidential to the Parties, and that disclosure of the terms of this Agreement or of the costs incurred under this Agreement to third parties could place one or both Parties at a commercial disadvantage. Subject to the other provisions of this Section, each Party agrees not to disclose to any third parties the terms of this Agreement or costs incurred by either Party under this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld, or to the extent of any disclosure is required under Applicable Law or court order; *provided*, that disclosing Party first shall have given advance notice to other Party so as to permit said other Party to attempt to obtain a protective order requiring that the confidential information to be disclosed be used only for the purposes for which the order was issued or to vacate or otherwise quash the order or other legal process. System Owner agrees to keep, to the fullest extent permitted by law, confidential all documents, utility bills, architectural and mechanical plans, and any other information provided by Host Customer under this Agreement. Each Party may

disclose confidential information hereunder to its authorized representatives, attorneys, agents, consultants and employees on a need to know basis so long as such persons agree in writing to be bound by the confidentiality obligations of this Section 18.2(a). Notwithstanding this Section, the parties understand and agree that Host Customer is a public agency subject to the California Public Records laws and is required to disclose all public records in accordance with those laws.

(b) Notwithstanding anything to the contrary set forth in this Agreement or in any other agreement to which the Parties are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transaction, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of the transaction, and each Party (and any employee, representative, or agent of any Party hereto) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax structure and U.S. federal tax treatment of the transaction. The preceding sentence is intended to cause the transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, each Party acknowledges that it has no proprietary or exclusive rights to the tax structure of the transaction or any tax matter or tax idea related to the transaction.

(c) The Parties agree and acknowledge that each Party may promote the installation and use of the System by any means; *provided*, to the fullest extent permitted by law, neither Party shall identify the other by name (or in the case of the Host Customer, by location) without the consent of the other Party and the approval by such other Party of all written materials identifying such other Party.

17.3 Notices. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered (a) personally to the Party to whom notice is to be given, (b) by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment), (c) by a recognized overnight delivery service to the Party to whom notice is to be given, or (d) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name in the Cover Sheet, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 18.3.

17.4 Waiver. EACH OF SYSTEM OWNER AND HOST CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION.

17.5 Entire Agreement. This Agreement and any documents expressly incorporated into this Agreement by reference shall constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, and statements, including any marketing materials and sales presentations whether oral or written. There are no agreements, understandings, or covenants between the Parties of any kind, expressed or implied, or otherwise, pertaining to the rights and obligations of the Parties that have not been set forth in this Agreement.

17.6 Amendments and Modifications. Any modifications to this Agreement must be in the form of a stand-alone amendment to be appended to the Agreement. The amendment must state each clause in the Agreement to be replaced and must state the language for the replacement clause that will become a part of the Agreement upon adoption by the parties. No amendments or modifications of this Agreement shall be valid unless evidenced in writing as an amendment, appended to the Agreement, and signed by duly authorized representatives of both Parties.

17.7 Order of Precedence. Any inconsistency or incompatibility between this Agreement, the Cover Sheet, and the Exhibits hereto shall be resolved in the following order of precedence (with (a) having the highest priority): (a) the Cover Sheet; (b) Exhibit 1; and (c) all other Exhibits in their numerical order.

17.8 Invalidity. The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be

construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Agreement to effectuate the same intent and to eliminate such invalidity or unenforceability.

17.9 Counterparts. This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

17.10 Neutral Interpretation. The Parties acknowledge that this is a negotiated Agreement. Thus, in the event of any dispute over this Agreement's meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party based upon the source of the draftsmanship hereof. Accordingly, any principle of law that provides that any ambiguity in an agreement shall be construed against the party that drafted such agreement shall be disregarded and is expressly waived by the Parties.

17.11 Headings. Any headings or captions contained in this Agreement are for reference purposes only and are in no way to be construed to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

17.12 No Waiver. No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

17.13 Survival. Any provisions that are necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

EXHIBIT 2: PREMISES DESCRIPTION

EXHIBIT 2: PREMISES DESCRIPTION

EXHIBIT 3: SYSTEM DESCRIPTION AND LAYOUT

LEGAL DESCRIPTION

Exhibit "A"

Parcel 1 Ingress and Egress Easement

A **12 foot Ingress and Egress Easement** situated in that portion of the Northwest quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California. The centerline of said easement lying 6 feet on each side, more particularly described as follows:

COMMENCING AT the Northwest corner of Lot 75 of Pioneer Land Company's First Subdivision per map recorded in Volume 3 of Maps at page 34, in the Office of the County Recorder of said County, said point being in the West line of the Northwest quarter of said Section 27;

THENCE, North 89°35'38" East, along the North line of Lots 75, 76, and portion of 77, 1788.55 feet to the **POINT OF BEGINNING**;

THENCE, South 00°24'21" East, 11.50 feet;

THENCE, South 89°35'39" West, 224.32 feet, to the beginning of a tangent curve concave to the south east having a radius of 90.00 feet;

THENCE, Westerly and Southwesterly along said curve, through a central angle of 50°04'49", and arc length of 78.67 feet;

THENCE, departing said curve, South 39°30'49" West, 74.46 feet;

THENCE, South 69°45'05" West, 32.74 feet;

THENCE, South 29°42'30" West, 59.52 feet;

THENCE, South 00°14'17" West, 285.19 feet;

THENCE, South 53°42'26" West, 28.69 feet;

THENCE, South 80°39'06" West, 61.37 feet;

THENCE, South 89°03'50" West, 49.97 feet;

THENCE, South 69°50'27" West, 71.16 feet;

THENCE, South 89°55'49" West, 282.72 feet;

THENCE, South 00°00'00" West, 154.87 feet terminating at a point on the north line of Parcel 2. The sidelines of said easement shall extend or shorten to said north line of Parcel 2;

CONTAINING: 16980.05 feet, more or less.

Parcel 2- Photovoltaic Site

That portion of the Northwest quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of Lot 75 of Pioneer Land Company's First Subdivision per map recorded in Volume 3 of Maps at page 34, in the Office of the County Recorder of said County, said point being in the West line of the Northwest quarter of said Section 27;

THENCE, North 89°35'38" East, along the North line of Lots 75, 76, and portion of 77, 1788.55 feet;

THENCE, South 00°24'21" East, 11.50 feet;

THENCE, South 89°35'39" West, 224.32 feet, to the beginning of a tangent curve concave to the south east having a radius of 90.00 feet;

THENCE, Westerly and Southwesterly along said curve, through a central angle of 50°04'49", and arc length of 78.67 feet;

THENCE, departing said curve, South 39°30'49" West, 74.46 feet;

THENCE, South 69°45'05" West, 32.74 feet;

THENCE, South 29°42'30" West, 59.52 feet;

THENCE, South 00°14'17" West, 285.19 feet;

THENCE, South 53°42'26" West, 28.69 feet;

THENCE, South 80°39'06" West, 61.37 feet;

THENCE, South 89°03'50" West, 49.97 feet;

THENCE, South 69°50'27" West, 71.16 feet;

THENCE, South 89°55'49" West, 282.72 feet;

THENCE, South 00°00'00" West, 154.87 feet;

THENCE, North 90°00'00" West, 358.78 feet, to the **POINT OF BEGINNING**;

THENCE, South 00°00'00" East, 11.66 feet;

THENCE, North 90°00'00" East, 10.00 feet;

THENCE, South 00°00'00" East, 10.00 feet;

THENCE, North 90°00'00" West, 10.00 feet;

THENCE, South 00°00'00" East, 450.34 feet;

THENCE, North 90°00'00" East, 843.00 feet;

THENCE, North 00°00'00" East, 379.00 feet;

THENCE, North 90°00'00" West, 415.00 feet;

THENCE, North 00°00'00" East, 93.00 feet;

THENCE, North 00°00'00" West, 428.00 feet, to the **POINT OF BEGINNING**;

CONTAINING: 8.25 acres, more or less.

Parcel 3- Staging Area Site

That portion of the Northwest quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northwest corner of Lot 75 of Pioneer Land Company's First Subdivision per map recorded in Volume 3 of Maps at page 34, in the Office of the County Recorder of said County, said point being in the West line of the Northwest quarter of said Section 27;

THENCE, North 89°35'38" East, along the North line of Lots 75, 76, and portion of 77, 1788.55 feet;

THENCE, South 00°24'21" East, 11.50 feet;

THENCE, South 89°35'39" West, 224.32 feet, to the beginning of a tangent curve concave to the south east having a radius of 90.00 feet;

THENCE, Westerly and Southwesterly along said curve, through a central angle of 50°04'49", and arc length of 78.67 feet;

THENCE, departing said curve, South 39°30'49" West, 74.46 feet;

THENCE, South 69°45'05" West, 32.74 feet;

THENCE, South 29°42'30" West, 59.52 feet;

THENCE, South 00°14'17" West, 337.37 feet;

THENCE, North 90°00'00" West, 217.21 feet to the **POINT OF BEGINNING**;

THENCE, South 00°00'00" East, 100.00 feet;

THENCE, North 90°00'00" East, 218.00 feet;

THENCE, North 00°00'00" East, 100.00 feet;

THENCE, North 90°00'00" West, 218.00 feet to the **POINT OF BEGINNING**;

CONTAINING: 0.50 acres, more or less.

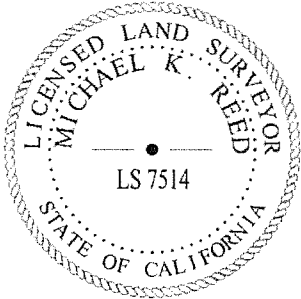
BASIS OF BEARINGS being the West line of the Northwest quarter of Section 27, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, taken as **North 00°00'42" West** per Record of Survey filed in Book 21 of Licensed Surveys at Page 68 in the Office of the Tulare County Recorder.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

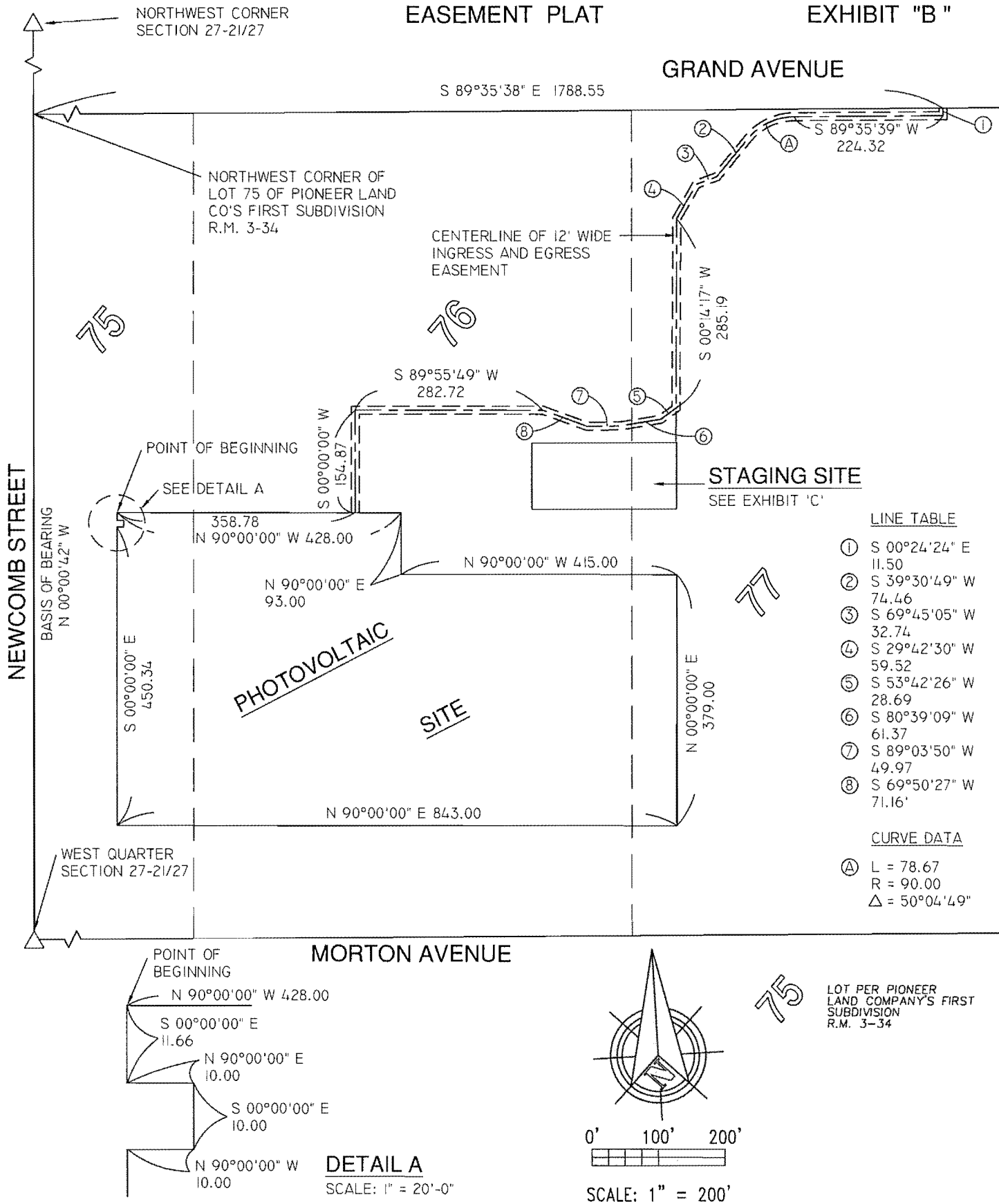
Signature: _____
Michael K. Reed, Licensed Land Surveyor

Date: _____



EASEMENT PLAT

EXHIBIT "B "



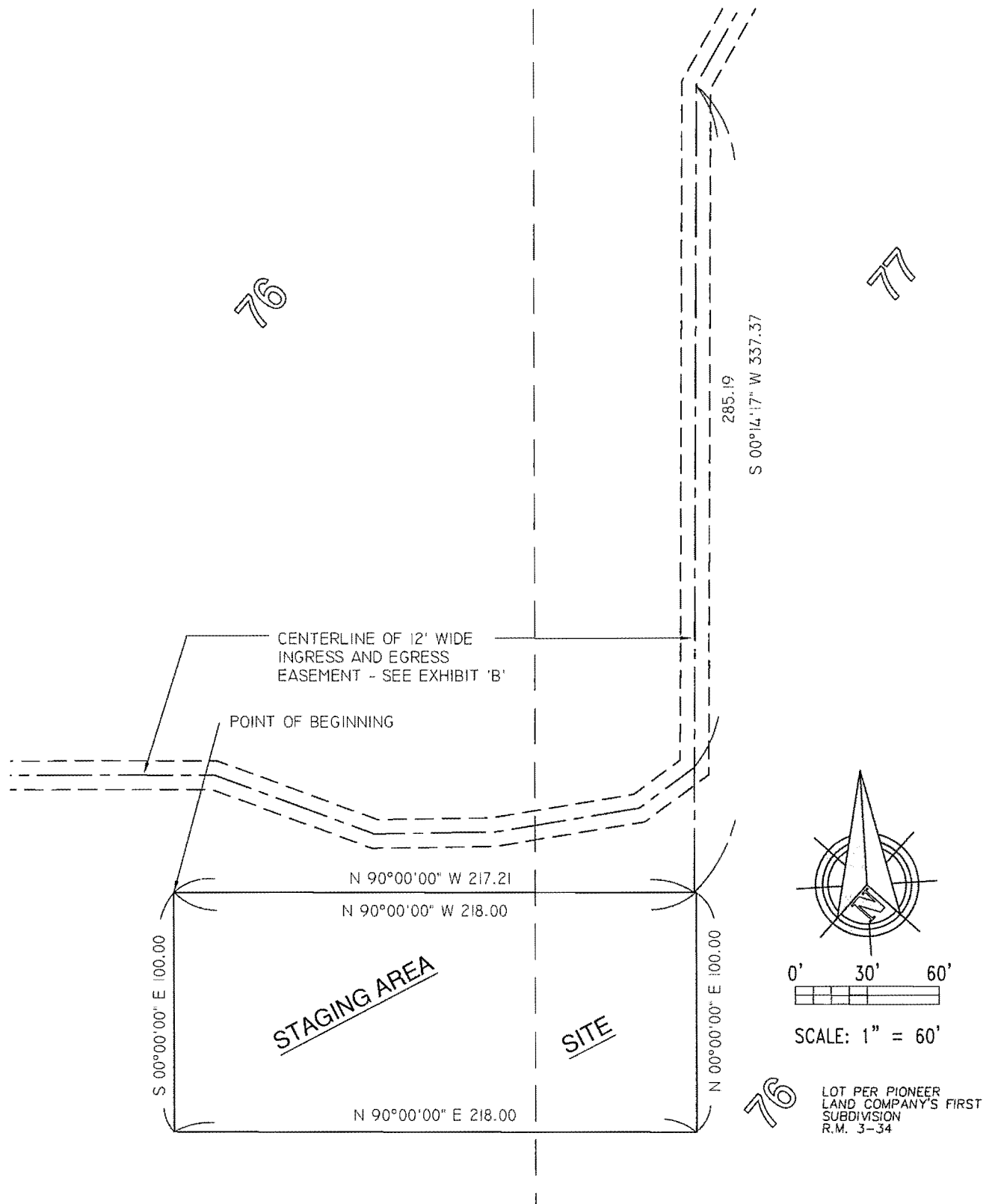
City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA
93257 (559) 782-7462

Located in A Portion of the Northwest quarter of
Section 27, Township 21 South, Range 27 East,
Mount Diablo Base and Meridian, in the City of
Porterville, County of Tulare, State of California.

OWNER:	CITY OF PORTERVILLE
APN:	-
AREA:	16,980 S.F. / 359,370 S.F.
ACRES:	0.39 AC. / 8.25 AC.
DRAWN BY:	CAL
CHK'K BY:	TS

EXHIBIT "C "



291 N. MAIN ST.
PORTERVILLE, CA
93257 (559) 782-7462

*Located in A Portion of the Northwest quarter of
Section 27, Township 21 South, Range 27 East,
Mount Diablo Base and Meridian, in the City of
Porterville, County of Tulare, State of California.*

OWNER:	CITY OF PORTERVILLE
APN:	-
AREA:	21,800 S.F
ACRES:	0.50 AC.
DRAWN BY:	CAL
CHC'K BY:	VS

Exhibit 4: Credit Information

Host Customer has provided System Owner with the following credit information:

HOST CUSTOMER INFORMATION							
Name:					Tax ID:		
Previous & Other Names:				Website:			
Corporate Address:							
City, State, Zip							
Phone Number: () -				Fax Number: () -			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Address for Solar Installation:			State:		Zip Code:	Property Owned by Applicant	
Property Type Commercial	Insurance Agent Name		Agents Phone: () -		Name of Property Owner if Not Applicant		

Corporate Records

☐ Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation Documents (If applicable).

Financial Statements

☐ Last three years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow)

Real Estate Documents

☐ Lease with Premises with Fee Owner

☐ Copies of Liens or Third Party Security Interests in the Premises

System Owner may request you provide additional documentation to complete the credit evaluation process. System Owner will notify you if additional information is required.

The above information and any information attached is furnished to System Owner. You acknowledge and understand that the System Owner is relying on this information in deciding to enter into this Agreement. You represent, warranty and certify that the information provided herein is true, correct and complete. The System Owner is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the System Owner any information it may have about you. You authorize the System Owner to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and System Owner, this form and any other information given to the System Owner shall be the System Owner's property.

Signature:Title:Date:

EXHIBIT 5: HOST SAFETY PROGRAM

EXHIBIT 6: Systems Guaranteed Output

[Calculation and Tables]

Guaranteed Output Damages Calculation

In accordance with Section 11.1, if System Owner fails to achieve the Guaranteed Output, during any Performance Measurement Period, a liquidated damages payment shall be due from System Owner to Host Customer, calculated as follows:

$$(A - B) * (C - D)$$

where:

A = the Guaranteed Output amount for the Performance Measurement Period, in KWh

B = the Adjusted Output amount for the Performance Measurement Period, in KWh

C = the replacement price for the Performance Measurement Period, in \$/KWh, which is the average daily price for delivered energy to the Southern California Edison Zone for the relevant days of the relevant years of the Performance Measurement Period,

D = the Solar Electricity Price for the System for the Performance Measurement Period, in \$/KWh.

"Adjusted Output" shall mean the sum of the following: Output + Deemed Delivered Output.

"Deemed Delivered Output" has the meaning set forth in Section 11.1 of the Agreement.

"Replacement Price" shall mean the average daily price for delivered energy to the Southern California Edison Zone for the relevant Contract Year of the Performance Measurement Period, which shall not exceed those values set in Exhibit 6A.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Host Customer will send System Owner written notice stating the number of actual kWh's produced by the System for the Performance Measurement Period in question, the amount of damages owing, if any, and showing all calculations associated with such damages, which shall be payable to Host Customer within thirty (30) days of such notice.

Guaranteed Output Tables

Contract Year	Guaranteed Output (kWh)
Year 1	2,147,290.70
Year 2	2,132,259.67
Year 3	2,117,333.85
Year 4	2,102,512.51
Year 5	2,087,794.92
Year 6	2,073,180.36
Year 7	2,058,668.10
Year 8	2,044,257.42
Year 9	2,029,947.62
Year 10	2,015,737.98
Year 11	2,001,627.82
Year 12	1,987,616.42
Year 13	1,973,703.11
Year 14	1,959,887.19
Year 15	1,946,167.98
Year 16	1,932,544.80
Year 17	1,919,016.99
Year 18	1,905,583.87
Year 19	1,892,244.78
Year 20	1,878,999.07
Year 21	1,865,846.07
Year 22	1,852,785.15
Year 23	1,839,815.66
Year 24	1,826,936.95
Year 25	1,814,148.39

Exhibit 6A: Replacement Price, Not to Exceed Amounts

Contract Year	Replacement Price Not to Exceed Amount (\$/kWh)
Year 1	\$ 0.095
Year 2	\$ 0.097
Year 3	\$ 0.099
Year 4	\$ 0.101
Year 5	\$ 0.103
Year 6	\$ 0.105
Year 7	\$ 0.107
Year 8	\$ 0.109
Year 9	\$ 0.111
Year 10	\$ 0.113
Year 11	\$ 0.116
Year 12	\$ 0.118
Year 13	\$ 0.120
Year 14	\$ 0.123
Year 15	\$ 0.125
Year 16	\$ 0.128
Year 17	\$ 0.130
Year 18	\$ 0.133
Year 19	\$ 0.135
Year 20	\$ 0.138
Year 21	\$ 0.141
Year 22	\$ 0.144
Year 23	\$ 0.147
Year 24	\$ 0.149
Year 25	\$ 0.152

Exhibit 4: Credit Information

Host Customer has provided System Owner with the following credit information:

HOST CUSTOMER INFORMATION							
Name:					Tax ID:		
Previous & Other Names:				Website:			
Corporate Address:							
City, State, Zip							
Phone Number: () -				Fax Number: () -			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Address for Solar Installation:			State:		Zip Code:	Property Owned by Applicant	
Property Type Commercial	Insurance Agent Name		Agents Phone: () -		Name of Property Owner if Not Applicant		

Corporate Records

☐ Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation Documents (If applicable).

Financial Statements

☐ Last three years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow)

Real Estate Documents

☐ Lease with Premises with Fee Owner

☐ Copies of Liens or Third Party Security Interests in the Premises

System Owner may request you provide additional documentation to complete the credit evaluation process. System Owner will notify you if additional information is required.

The above information and any information attached is furnished to System Owner. You acknowledge and understand that the System Owner is relying on this information in deciding to enter into this Agreement. You represent, warranty and certify that the information provided herein is true, correct and complete. The System Owner is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the System Owner any information it may have about you. You authorize the System Owner to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and System Owner, this form and any other information given to the System Owner shall be the System Owner's property.

Signature:Title:Date:

EXHIBIT 5: HOST SAFETY PROGRAM

EXHIBIT 6: Systems Guaranteed Output

[Calculation and Tables]

Guaranteed Output Damages Calculation

In accordance with Section 11.1, if System Owner fails to achieve the Guaranteed Output, during any Performance Measurement Period, a liquidated damages payment shall be due from System Owner to Host Customer, calculated as follows:

$$(A - B) * (C - D)$$

where:

A = the Guaranteed Output amount for the Performance Measurement Period, in KWh

B = the Adjusted Output amount for the Performance Measurement Period, in KWh

C = the replacement price for the Performance Measurement Period, in \$/KWh, which is the average daily price for delivered energy to the Southern California Edison Zone for the relevant days of the relevant years of the Performance Measurement Period,

D = the Solar Electricity Price for the System for the Performance Measurement Period, in \$/KWh.

"Adjusted Output" shall mean the sum of the following: Output + Deemed Delivered Output.

"Deemed Delivered Output" has the meaning set forth in Section 11.1 of the Agreement.

"Replacement Price" shall mean the average daily price for delivered energy to the Southern California Edison Zone for the relevant Contract Year of the Performance Measurement Period, which shall not exceed those values set in Exhibit 6A.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Host Customer will send System Owner written notice stating the number of actual kWh's produced by the System for the Performance Measurement Period in question, the amount of damages owing, if any, and showing all calculations associated with such damages, which shall be payable to Host Customer within thirty (30) days of such notice.

Guaranteed Output Tables

Contract Year	Expected Output	Guaranteed Output Prior to Weather Adjustment (kWh)
Year 1	2,260,306.00	2,147,290.70
Year 2	2,244,483.86	2,132,259.67
Year 3	2,228,772.47	2,117,333.85
Year 4	2,213,171.06	2,102,512.51
Year 5	2,197,678.86	2,087,794.92
Year 6	2,182,295.12	2,073,180.36
Year 7	2,167,019.05	2,058,668.10
Year 8	2,151,849.92	2,044,257.42
Year 9	2,136,786.97	2,029,947.62
Year 10	2,121,829.45	2,015,737.98
Year 11	2,106,976.65	2,001,627.82
Year 12	2,092,227.81	1,987,616.42
Year 13	2,077,582.22	1,973,703.11
Year 14	2,063,039.15	1,959,887.19
Year 15	2,048,597.87	1,946,167.98
Year 16	2,034,257.68	1,932,544.80
Year 17	2,020,017.88	1,919,016.99
Year 18	2,005,877.76	1,905,583.87
Year 19	1,991,836.61	1,892,244.78
Year 20	1,977,893.76	1,878,999.07
Year 21	1,964,048.49	1,865,846.07
Year 22	1,950,300.16	1,852,785.15
Year 23	1,936,648.06	1,839,815.66
Year 24	1,923,091.53	1,826,936.95
Year 25	1,909,629.88	1,814,148.39

Exhibit 6A: Replacement Price, Not to Exceed Amounts

Contract Year	Replacement Price Not to Exceed Amount (\$/kWh)
Year 1	\$ 0.095
Year 2	\$ 0.097
Year 3	\$ 0.099
Year 4	\$ 0.101
Year 5	\$ 0.103
Year 6	\$ 0.105
Year 7	\$ 0.107
Year 8	\$ 0.109
Year 9	\$ 0.111
Year 10	\$ 0.113
Year 11	\$ 0.116
Year 12	\$ 0.118
Year 13	\$ 0.120
Year 14	\$ 0.123
Year 15	\$ 0.125
Year 16	\$ 0.128
Year 17	\$ 0.130
Year 18	\$ 0.133
Year 19	\$ 0.135
Year 20	\$ 0.138
Year 21	\$ 0.141
Year 22	\$ 0.144
Year 23	\$ 0.147
Year 24	\$ 0.149
Year 25	\$ 0.152

Exhibit 6B: Example Performance Guarantee LD Calculation

	Weather-Adjusted Guaranteed Output (kWh)	Actual Output (kWh)	Shortfall (kWh)
Year 1	100.00	90.00	10 kWh
Year 2	100.00	101.00	-1 kWh
Year 3	100.00	100.00	0 kWh

Year one actual output was less than the weather-adjusted Guaranteed Output by 10 kWh, triggering a Shortfall Year and a Performance Measurement Period which lasts through the end of year three. During the Performance Measurement Period, actual output exceeded weather-adjusted Guaranteed Output by 1 kWh in year two and actual output exceeded weather-adjusted Guaranteed Output by 0 kWh in year three. Per Section 11.1 of the PPA, the actual output in excess of guaranteed output during years two and three of the performance measurement period is credited to the shortfall in year one according to the following formula:

	Shortfall
Year 1	10 kWh
Year 2	-1 kWh
Year 3	0 kWh
Final Year One Shortfall	9 kWh

Assuming for the purposes of this example a replacement energy price of \$0.10/kWh and a Solar Electricity Price of \$0.0825/kWh, Liquidated Damages for the year one Shortfall Year will be calculated as follows, at the end of the Performance Measurement Period:

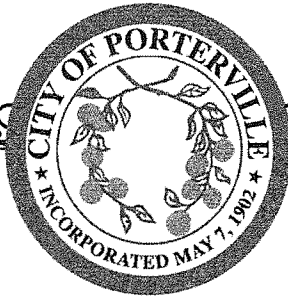
$$(100 \text{ kWh Guaranteed Output} - 91 \text{ kWh Adjusted Output}) * (\$0.10/\text{kWh replacement energy price} - \$0.0825/\text{kWh Solar Electricity Price}) = (9 \text{ kWh}) * (\$0.0175) = \$0.1575 \text{ LD payment for Year One's Shortfall Year.}$$

Sensitivity Analysis 2 - NPV as a function of SCE Energy Rate Escalation
Discount Rate = 3%

Avg. Annual SCE Energy Rate Escalation	Net Present Value (2016 Dollars)										
	SolarCity 1 1,107 kW-AC 20-Year PPA (\$0.077/kWh, 0% esc.)	SolarCity 2 1,107 kW-AC 25-Year PPA (\$0.077/kWh, 0% esc.)	ImMODE 1 1,318 kW-AC 20-Year PPA (\$0.0928/kWh, 0% esc.)	ImMODE 2 1,318 kW-AC 20-Year PPA (\$0.0866/kWh, 1% esc.)	ImMODE 3 1,318 kW-AC 20-Year PPA (\$0.0806/kWh, 2% esc.)	ImMODE 4 1,318 kW-AC 20-Year PPA (\$0.0748/kWh, 3% esc.)	ImMODE 5 1,318 kW-AC 25-Year PPA (\$0.0868/kWh, 0% esc.)	ImMODE 6 1,318 kW-AC 25-Year PPA (\$0.0801/kWh, 1% esc.)	ImMODE 7 1,318 kW-AC 25-Year PPA (\$0.0736/kWh, 2% esc.)	ImMODE 8 1,318 kW-AC 25-Year PPA (\$0.0674/kWh, 3% esc.)	ImMODE 9 1,114 kW-AC 25-Year PPA (\$0.0825/kWh, 0% esc.)
1.0%	\$618,475	\$794,692	\$308,074	\$259,773	\$211,686	\$164,764	\$690,283	\$610,309	\$529,776	\$445,511	\$739,847
2.0%	\$895,718	\$1,101,311	\$634,848	\$587,547	\$537,459	\$490,538	\$1,170,573	\$1,090,899	\$1,009,966	\$925,691	\$1,459,543
3.0%	\$1,142,968	\$1,585,311	\$999,004	\$950,702	\$902,615	\$855,693	\$1,725,224	\$1,645,250	\$1,564,717	\$1,480,452	\$1,643,950
4.0%	\$1,454,257	\$2,056,574	\$1,468,687	\$1,360,380	\$1,310,298	\$1,265,317	\$2,367,671	\$2,287,697	\$2,207,164	\$2,127,499	\$2,205,477
5.0%	\$1,803,731	\$2,646,722	\$1,868,722	\$1,820,420	\$1,772,333	\$1,725,411	\$3,112,807	\$3,032,833	\$2,952,300	\$2,868,034	\$2,856,111
6.0%	\$2,196,725	\$3,309,423	\$2,385,694	\$2,337,393	\$2,289,305	\$2,242,384	\$3,978,375	\$3,898,401	\$3,817,868	\$3,733,603	\$3,612,253
7.0%	\$2,638,829	\$4,080,748	\$2,967,052	\$2,918,751	\$2,870,664	\$2,823,742	\$4,985,234	\$4,905,260	\$4,824,727	\$4,740,462	\$4,491,824
8.0%	\$3,136,479	\$4,979,584	\$3,621,217	\$3,572,915	\$3,524,828	\$3,477,906	\$6,157,893	\$6,077,919	\$5,997,386	\$5,913,120	\$5,516,233
9.0%	\$3,696,945	\$6,028,126	\$4,357,699	\$4,309,397	\$4,261,310	\$4,214,389	\$7,525,140	\$7,445,166	\$7,364,633	\$7,280,368	\$6,710,630
10.0%	\$4,328,440	\$7,252,434	\$5,187,242	\$5,138,941	\$5,090,853	\$5,043,932	\$9,120,779	\$9,040,805	\$8,960,272	\$8,876,006	\$8,104,546

 = Highest Value Option of All Scenarios

 = Highest Value Option of 20-Year PPA Scenarios



Public Works Department
September [], 2016

Sent via electronic copy

ImModo Energy Systems, Corp.

Dear []:

This letter agreement is delivered to provide consent to assignment of that certain Solar Power Purchase Agreement, dated [], by and between the City of Porterville and Sol Systems, LLC (the "**Agreement**"). The City of Porterville hereby consents to a direct assignment of all rights and responsibilities under the Agreement to AEP Onsite Partners, LLC, in accordance with Section 16.2 of the Agreement.

Sincerely,
THE CITY OF PORTVILLE

By: _____
Name:
Title:

Acknowledged and Agreed by:
SOL SYSTEMS, LLC

By: _____
Name:
Title:

Acknowledged and Agreed by:
AEP ONSITE PARTNERS, LLC

By: _____
Name:
Title:



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Acceptance of Project - Oak Avenue Transportation Enhancement (TE) Project

SOURCE: Public Works

COMMENT: Hobbs Construction has completed the Oak Avenue Transportation Enhancement (TE) Project per plans and specifications. The project consisted of enhancing sidewalk to a red brick stamp pattern, along the south side of Oak Avenue from Main Street to the Rails to Trails Parkway, east of Fourth Avenue. The project included benches, trash receptacles, street trees, nostalgic lights, and an artistic mural.

Staff carefully tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On December 2, 2014, City Council authorized an expenditure of \$467,425.50 for construction, construction management, surveying, quality control, and inspection services for the Oak Avenue TE Project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction cost is \$406,470.26
2. Construction management and quality control costs are \$43,145.52

Total project construction costs equate to \$449,615.52, which is less than the \$467,425.50 overall budget approved by Council at time of award. Funding for the Oak Avenue TE Project is by Transportation Enhancement Funds, Measure R Funds and Local Transportation Funds.

Hobbs Construction requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

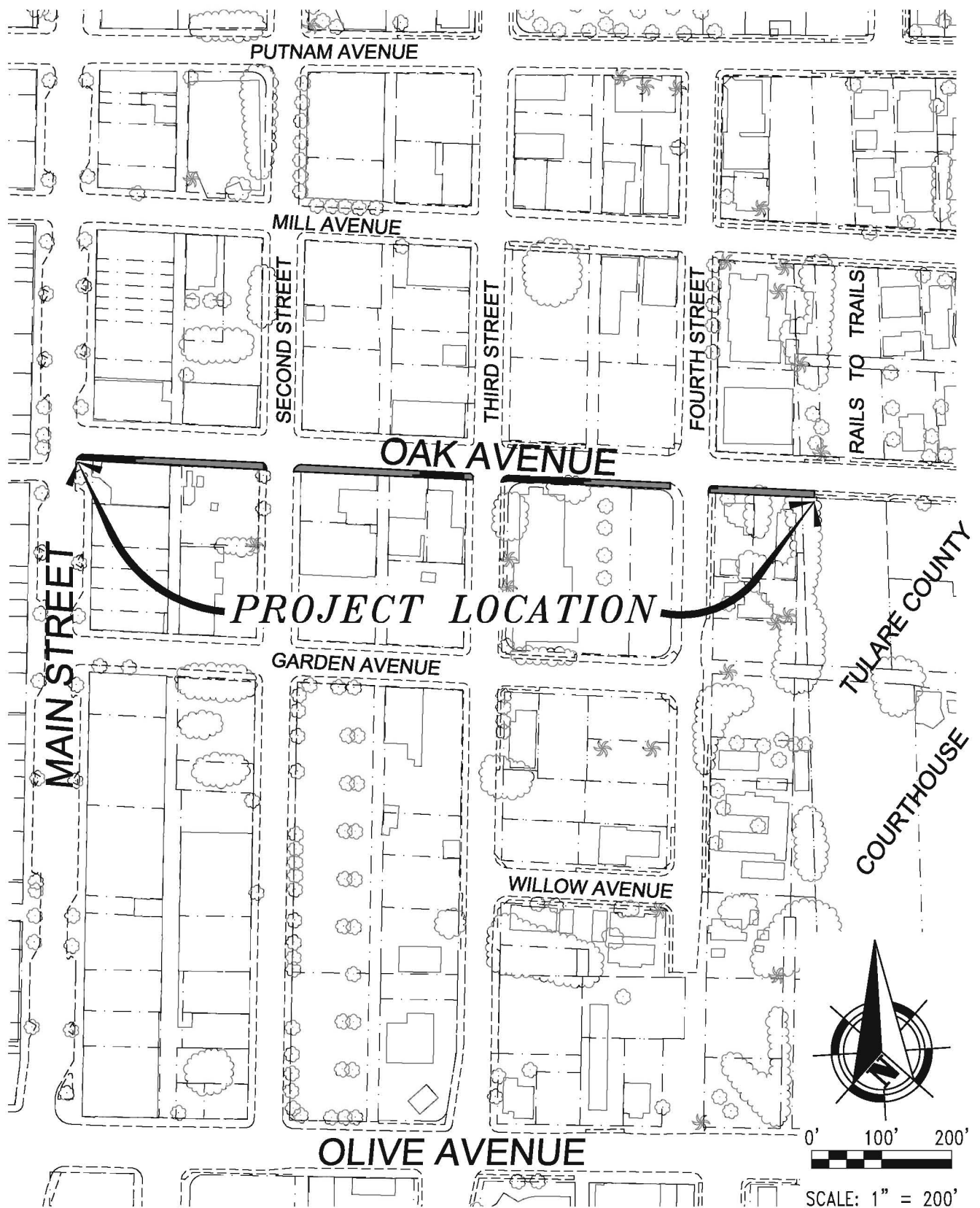
Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA. 93257
 (559) 782-7462

**OAK AVENUE IMPROVEMENTS
 PROJECT**

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	1" = 200'-0"
DATE	8/31/2016
DRAWN BY	CAL
CHECKED BY	



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Authorization to Advertise for Qualifications – Engineering Services for the Preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study and Storm Water Resource Plan

SOURCE: Public Works

COMMENT: The Engineering Division is requesting authorization to advertise a Request for Qualifications (RFQ) from engineering consulting firms to prepare comprehensive updates to the City's Sanitary Sewer, Water System, and Storm Drain Master Plans, and for the preparation of a Recycled Water Feasibility Study and Storm Water Resource Plan.

The Sanitary Sewer, Water System, and Storm Drain Master Plans were last updated in 2001, 2001 and 1994 respectively. Since that time the City has adopted its 2030 General Plan, making City's current Master Plans inconsistent with the adopted General Plan. The updated Master Plans will allow for consistency between the General Plan and the Master Plans, enabling the City to plan for and meet its customers' desired service levels at an acceptable level of risk and at the lowest life cycle costs. The Master Plan updates will evaluate and present Capital Improvement Program (CIP) improvements to meet the needs of both existing and future City customers in compliance with Assembly Bill AB 1600, the California Mitigation Fee Act.

The recent series of back-to-back drought years, along with the passing of the Sustainable Groundwater Management Act (SGMA), has forced the City to reexamine its current use of wastewater. The Recycled Water Feasibility Study will explore opportunities for the City to use recycled water for non-potable and potable water use, identify projects and costs associated with non-potable and potable water use, and recommend financial plans to pay for future improvements.

Water Code Section 10563 requires a Storm Water Resource Plan as a condition of receiving funds for storm water capture projects. To be eligible for Proposition 1 Integrated Regional Water Management Grant funding for storm water runoff capture and recharge projects, the City will be required to have a Storm Water Resource Plan or functional equivalent. The Engineering Division believes that having access to Proposition 1 funding will help fund the projects that will ultimately be needed to meet the requirements of SGMA. The Storm Water Resource Plan will identify projects that will improve the City's ability to capture, monitor, and recharge storm water runoff within the City.

Funding was approved in the 2016/2017 Annual Budget for engineering services for the preparation of the Sanitary Sewer, Water System, and Storm Drain Master Plan Updates and for the preparation of the Recycled Water Feasibility Study. Funding for these projects will come from developer fees (Master Plan Updates) and the Wastewater Treatment Reserve Fund (Recycled Water Feasibility Study) for an estimated total project cost of \$693,313. The City is currently pursuing a Recycled Water Facilities Planning Study Grant from the State for \$75,000 to help offset the cost of developing the Recycled Water Feasibility Study. The Engineering Division is requesting an additional \$150,000, funded through the Storm Drain Development Fund, for the development of the Storm Water Resource Plan. Total funding for the Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resource Plan is estimated to be \$843,313.

RECOMMENDATION: That the City Council authorize the Public Works Director to advertise a Request for Qualifications (RFQ) for engineering consulting firms to prepare comprehensive updates to the City's Sanitary Sewer, Water System, and Storm Drain Master Plans, and for the preparation of a Recycled Water Feasibility Study and Storm Water Resource Plan.

ATTACHMENTS: 1. Request for Qualifications

Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

DATE

REQUEST FOR QUALIFICATIONS

FOR ENGINEERING SERVICES FOR THE
PREPARATION OF SANITARY SEWER, WATER,
STORM DRAIN MASTER PLAN UPDATES, RECYCLED
WATER FESABLITY STUDY AND STORM WATER RESOURCE PLAN

Your firm has been selected from our list of qualified firms to submit a proposal for professional engineering services to update the City's sanitary sewer, water and storm drain master plans. If you are interested in being considered for this project, six (6) copies of your proposal must be received in the office of the City Engineer at 291 N Main Street, Porterville, CA 93257. Label your sealed envelope "MASTER PLAN UPDATES".

The deadline for submittal is 5:00 p.m., _____.

During the proposal process, all questions must be submitted to the City's Public Works Director in writing and mailed, faxed or emailed and received no later than one (1) week before the proposal due date. Written responses to all questions will be emailed to all firms that are on the RFQ holders list. A pre-proposal meeting will be held in City Hall, at the address stated on _____.

We appreciate your interest in this project and look forward to receiving your proposal.

Sincerely,

Michael K. Reed, PLS
Public Works Director



REQUEST FOR QULIFICATIONS

**Services for Preparation of Sanitary Sewer, Water and Storm Drain
Master Plan Updates, Recycled Water Feasibility Study, and Storm
Water Resource Plan**

**PREPARED BY:
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
OCTOBER 2016**

REVIEWED BY:

APPROVED BY:

Javier Sanchez
City Engineer

MICHAEL K. REED
Public Works Director

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I. INTRODUCTION AND OBJECTIVES

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to provide engineering services for updating the CITY's following utility Master Plans:

- Water System Master Plan;
- Sanitary Sewer Master Plan;
- Storm Drain System Master Plan.

Along with the Master Plan updates, the CITY is also requesting SOQs to provide engineering services for the creation of the following Study and Plan:

- Recycled Water Feasibility Study;
- Storm Water Resource Plan.

II. EXAMINATION OF SOQ DOCUMENTS

By submitting an SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this Request for Qualifications (RFQs) and that it is capable of performing quality work to achieve the objectives of CITY.

III. ADDENDA/CLARIFICATIONS

Any CITY changes to this RFQ will be made by written addendum. No verbal modification shall be binding.

IV. PROPOSAL REQUIREMENTS

SOQ's for this project will be accepted at this office until 5:00 p.m., on Friday, October 28, 2016. Submit three (3) copies of the proposal in a sealed envelope, plainly marked "Services for Preparation of Sanitary Sewer, Water and Storm Drain Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resource Plan." Do not submit cost proposals until requested by the CITY. Address SOQ's too:

Michael Reed, Public Works Director
Public Works Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all SOQ's, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

- Preparing and reproducing its SOQ in response to this RFQ;
- Submitting its SOQ to CITY;
- Negotiating with CITY any matter related to this RFQ and CONSULTANT's SOQ;
- Other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of SOQ's and/or proposals. Pre-contractual expenses shall not be included in the cost proposal.

VI. EXCEPTIONS/DEVIATIONS

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the SOQ entitled "Exceptions and Deviations."

VII. CONSULTANT REPRESENTATIVE

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII. LOCAL AGENCY REPRESENTATIVE

Michael Reed, Public Works Director, shall be the initial Contract Administrator and contact person for communications with the CITY. The CITY reserves the right to add additional CITY staff, as need, to be the main contact for specific elements of the project.

IX. INSURANCE REQUIREMENTS

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)*

- Professional liability insurance (*errors and omissions*)*
- Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X. INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI. SUBCONTRACTING

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by the prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII. FEDERAL, STATE, AND LOCAL LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. A DBE participation goal of zero percent (0%) has been established for the required services on this project. However, DBE firms are encouraged to submit a proposal or otherwise participate in the completion of the work covered by this request.

XIII. SOQ EVALUATION CRITERIA

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) capability to perform all or most aspect of the project;
- B. Firm(s) experience with similar projects;
- C. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- D. Firm(s) understanding of the project potential problems and the City's special concerns;
- E. Firm(s) ability to provide the required services in a timely and cost-effective manner;
- F. Firm(s) policy in providing Equal Employment Opportunity; and
- G. Firm(s) recent experience in specialized areas of expertise associated with the project.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV. CONSULTANT SELECTION AND INTERVIEWS

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQ's and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The City will develop a shortlist based on the highest ranked CONSULTANT(s) and conduct oral interviews with the CONSULTANT(s) on the shortlist. Table 1 shows a tentative schedule for the RFQ process. Alternatively, the City reserves the right to go directly into negotiations with the highest ranked CONSULTANT(s), bypassing the oral interview. In such a case, the CITY will select the CONSULTANT based on their response to the RFQ, and Consultant Selection Rating Form. If oral interview are deemed necessary, each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration.

Table 1: Tentative Schedule

RFQ Process Tentative Schedule		
	Tentative Date	Week
CITY advertises RFQ.	10/3/16	1
Last day for CONSULTANT(s) to submit responses to RFQ.	10/28/16	4
CITY to develop a shortlist of qualified CONSULTANT(S) and notify top-ranked CONSULTANT(s).	11/09/16	6
CITY to interview top-ranked CONSULTANT(s).	11/16/16	7
Notify CONSULTANT(s) of final ranking in RFQ process.	12/02/16	9
CONSULTANT to meet with CITY for project scoping meeting	12/14/16	11
Last day for top-ranked CONSULTANT to submit proposal and fees.	1/13/16	15
Negotiate and finalize contract with top-ranked CONSULTANT.	2/03/16	18
CITY Council to award contract to CONSULTANT.	2/21/16	21
Issue Notice to Proceed to CONSULTANT.	2/24/16	21

XV. COST PROPOSAL

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract.

XVI. CONTRACTS/AGREEMENTS

The successful CONSULTANT(s) shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANT(s) desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. Tentative schedule for award of a Contract by City Council is Friday, February 24, 2016. Issuance of this RFQ and receipt of SOQ(s) does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all SOQ(s) received in response to this RFQ, negotiate with any CONSULTANT(s) other than the highest ranked CONSULTANT(s) should negotiations with the highest ranked CONSULTANT(s) be terminated, and cancel any or all portions of this RFQ and resulting Contract

XVII. COMPENSATION

- A. All items of work required for completion of the project outlined in this RFQ shall be paid for on a lump sum basis, following the cost proposal format of Caltrans' LAPM Chapter 10. Costs for any and all items not specifically listed, but required to complete the work for this project (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT(s) feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT(s) only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII. OWNERSHIP OF REPORTS AND DOCUMENTS

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX. SOQ FORMAT AND CONTENT

SOQ shall be brief and include a concise address of the following information:

A. Firm Experience

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. SOQ Format

1. SOQ shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOQ should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number

- of each firm;
- e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
- f. Acknowledgment of receipt of RFQ addenda, if any;
- h. Exceptions to or deviations from the requirements of this RFQ separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

XX. SCOPE OF SERVICES

A. Introduction

The CITY is seeking SOQs from qualified civil engineering consulting firms to prepare comprehensive updates to the CITY's Sanitary Sewer, Water System and Storm Drain Master Plans (Master Plans). Additionally, the CITY is seeking SOQs for a Recycled Water Feasibility Study and Storm Water Resource Plan. The updated Master Plans will enable the CITY to plan for and meet its customers' desired service levels at an acceptable level of risk and at the lowest life cycle costs. The Master Plan updates will evaluate and present Capital Improvement Program (CIP) improvements to meet the needs of both existing and future CITY customers in compliance with Assembly Bill AB 1600 (the California Mitigation Fee Act). The Recycled Water Feasibility Study will explore opportunities for the City to use recycled water for non-potable and potable water use. The Storm Water Resource Plan will create an integrated storm water management plan the will help the CITY use storm water runoff for the beneficial use of the CITY.

The preparation and adoption of comprehensive and accurate Master Plans, Recycled Water Feasibility Study, and Storm Drain Resource Plan is essential to the efficient delivery of community services and to the development of the CITY in accordance with its vision. The CITY of Porterville recognizes that the process required to prepare these Plans/Study may be complex and time consuming, and that an affective partnership between the CITY and its consulting team is integral to the successful and timely completion of the work. The CITY intends to select one firms (for all five Plans/Study) who, in addition to demonstrating exceptional expertise in the technical issues at hand, express a willingness to undertake a flexible, teamwork approach with the CITY.

The RFQ(s) anticipates the potential for either a single consultant, or a group of CONSULTANTS (prime CONSULTANT and subconsultants), to prepare the Master Plans, Recycled Water Feasibility Study and Storm Water Resource Plan included within the scope of work. The CITY will not accept SOQ's for just one of the Master Plans, Recycled Water Feasibility Study or Storm Water Resource Plan. The SOQ will need to include all five Plans/Study to be eligible. The CITY invites the submittal of SOQs, which reflect each CONSULTANT's area of expertise, and encourages consulting teaming. Each SOQ must identify and include the following professional engineering services for this project:

- A Professional Civil Engineer to be in responsible charge of each Master Plan, Recycled Water Feasibility Study, and Storm Water Resource Plan.
- A Licensed Land Surveyor to perform survey work to the extent required.
- GIS analyst to perform mapping and special analysis to the extent required.
- Additional engineering and support staff as necessary to prepare the various components of each Master Plan update.

The attached Consultants Selection Rating Form outlines the SOQ evaluation criteria for this RFQ. Principle factors affecting the CITY's selection of its consulting team will include the experience and qualification of the responsible engineer, assigned staff and subconsultants. The CITY reserves the rights to select the best combination of qualifications for the scope of work identified in this RFQ.

B. Project Description

The project consists of the preparation of comprehensive updates to the Master Plans for the CITY of Porterville's sanitary sewer, water and storm drain systems. Additionally, the project will also include the development of a Recycled Water Feasibility Study and a Storm Drain Resource Plan.

C. Community Profile

The CITY of Porterville is a community with a population of approximately 60,070. The CITY limits currently encompass approximately 11,891 acres. A total of 36,205 acres are included within the Urban Area Boundary, and 17,184 acres are included within the Urban Development Boundary.

D. Factors Influencing Master Plan Updates

The CITY currently utilizes sewer, water, and storm drainage Master Plans prepared in 2001, 2001, and 1994 respectively. While those documents have provided invaluable direction to CITY staff, growth in the CITY and the expansion of the affected infrastructure systems has led to the need to prepare comprehensive Master Plan updates. A number of additional factors contributed to the CITY's decision to undertake the project at this time:

- General Plan Update. In 2008, the CITY adopted a general plan, which created and modified land use pattern with the CITY and projected the CITY's growth out to 2030.
- Expanded Urban Development Boundary. In 2014, the CITY, Tulare County, and the Tulare County Local Agency Formation Commission (LAFCO) agreed upon a new Urban Development Boundary for the CITY. The Urban Development Boundary established an expanded growth boundary that includes a small Tulare County community of approximately 7,300 residence known as East Porterville.

- Sustainable Groundwater Management Act (SGMA). SGMA provides a framework for the sustainable management of groundwater basins within California. The Act requires that groundwater basins ranked as median- or high-priority basins establish a Groundwater Sustainability Association for the development of a Groundwater Sustainability Plan (GSP). The goal of the GSP is to bring the groundwater basin into balance by 2040. The CITY is located within the Tule Groundwater Basin – a basin defined as a high-priority basin by the Department of Water Resources.
- Surface Water Treatment Plant. The CITY has purchased water rights from Pioneer Ditch Company. The water available to the CITY from these rights vary between 450 acre-feet to 900 acre-feet per year. The CITY is also looking to investigate the benefit of purchasing additional surface water rights off the Tule River and the Friant-Kern Canal. Currently, surface water is underutilized within the CITY limits and the CITY would like to investigate the possibility of treating surface water and delivering it directly to the users.
- Wastewater Treatment Plant Expansion. Currently the CITY's wastewater treatment plant has a capacity of approximately 8 million gallons per day (mgd). The average daily wastewater volume for 2016 is 4.3 mgd. The 2030 general plan estimated that the plant's capacity would need to be increased to 11.3 mgd to 12.5 mgd (increase of 3.3 to 4.5 mgd) to accommodate the CITY's 2030 estimated population.
- Reduced Groundwater Yield From Existing Wells. Due to the CITY's aging well infrastructure and five consecutive years of drought, well production has decreased dramatically over the years. Additional wells will be required to support future development.
- Water Reclamation/Recycling. A growing emphasis has been placed on opportunities for the use of reclaimed water. Currently the CITY uses wastewater effluent for groundwater recharge and crop irrigation. Other potential uses for recycled water include landscaped irrigation and industrial water supply. The CITY is in the process of applying for a Water Recycling Funding Program Planning Grant.

E. Description of Old Facilities

Water System – The CITY currently relies solely on groundwater. The CITY's existing water system facilities include 35 active groundwater wells, 200 miles of water distribution system pipelines, and 9.85 million gallons of elevated water storage tanks. The wells are scattered throughout the CITY and have depths ranging approximately from 240 to 700 feet. The total pumping capacity of the current water system is about 11,080 gallons per minute (gpm). Specific capacities for the wells range from 4 gpm/ft to about 14 gpm/ft.

Wastewater Collection System – Wastewater is collected throughout the CITY via a network of sanitary sewer collection pipelines ranging from 6 to 36 inches in diameter. With the aid of 18 sewer lift stations, the effluent is fed to the wastewater treatment facility (WWTF) located west of Hwy 65, near W. Grand Avenue and N. Prospect Street. Within the CITY,

limits there are approximately 10,758 residential and 1,642 commercial/industrial connects. To the east of the CITY limits, Porter Vista Public Utility District (PVPUD) owns and maintains a sewer collection services that serves approximately 1,785 residential and 58 industrial connection. The CITY's WWTF process wastewater collected by PVPUD.

Wastewater Treatment System – The Porterville WWTF, when constructed in 1979 (current configuration), consisted of grit removal, primary clarification, aeration basins, secondary clarifiers, and chlorine contact tank. The WWTF also provides anaerobic digestion of bio-solids generated in the treatment process. The current configuration of the wastewater treatment plant can treat a maximum of 8 mgd.

Wastewater Management – Treated effluent wastewater and biosolids from the CITY's WWTF are pump to a disposal site near the Porterville Municipal Airport. Effluent wastewater and biosolids are disposed of by land application and evaporation/percolation basins. The disposal facilities consist of 46 acres of percolation/evaporation ponds and 630 acres of available land for land application.

Storm Drain System - The CITY's existing storm drainage system is comprised primarily of gutter flow to pipelines ranging in size from 10 to 60 inches in diameter. Stormwater drain lines route runoff into CITY owned storage basins, the Tule River, Porter Slough, local irrigation ditches and canals. The CITY owns approximately twenty-five (25) storage retention basins located throughout the CITY's service area.

F. Master Plan Update, Recycled Water Feasibility Study and Storm Water Resource Plan Professional Services

The scope of services reflects the preparation of three (3) distinct Master Plans, Recycled Water Feasibility Study and Storm Water Resource Plan. The scope of services are broken down into the following seven tasks: Project Management and Meetings, Data Collection and Document Review, Sanitary Sewer Master Plan Update, Water Master Plan Update, Storm Drain Master Plan Update, Recycled Water Feasibility Study, and Storm Water Resource Plan.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

- 1.1. Kick-Off Meeting – The CONSULTANT shall conduct a kick-off meeting with CITY staff. Prepare and submit meeting agenda and meeting notes.
- 1.2. Coordination Meetings – The CONSULTANT shall conduct a minimum of three (3) meetings with CITY departments. Prepare and submit meeting agendas and meeting notes.

- 1.3. Bimonthly (every two months) Status Meetings – The CONSULTANT shall attend bimonthly status meetings to summarize project status, share information, and gain concurrence on key project issues. Prepare and submit meeting agendas and meeting notes.
- 1.4. Public Meetings – The CONSULTANT shall attend a minimum of four (4) public meetings, which will also include a presentation to CITY Council. Provide support information for presentation purposes.
- 1.5. Provide general project management functions, prepare and maintain a project schedule and monitor budgets. Provide a summary of work performed with each invoice. Submit monthly schedule updates with each invoice.

Task 1 Deliverables

- Kick-off meeting agenda and meeting notes;
- Coordination meeting agendas and meeting notes;
- Bimonthly meeting agendas and meeting notes;
- Submit updated project schedules as required.

TASK 2 – DATA COLLECTION AND DOCUMENT REVIEW

- 2.1 CONSULTANT to prepare a data needs memorandum to the CITY. Memorandum to include but not limited to, summarizing the quality of the available data, missing data, and impacts to the quality of the Master Plan updates, Recycled Water Feasibility Study, and Storm Water Resource Plan.
- 2.2 Examine the CITY's existing water, sanitary sewer and storm drain atlas', as-built plans, record drawings, proposed improvements (through new development plans), zoning, build-out projections, previous studies, specific plans, GIS database information, etc. as may directly apply to the preparation of each Master Plan, Recycled Water Feasibility Study, and Storm Water Resource Plan. The CITY will provide the access to such records. Within the CITY's GIS system, the CITY has mapped the majority of the sanitary sewer, storm drain, and water system on the horizontal plan, but the mapping lacks the vertical datum information required for modeling. The CONSULTANT should budget for working with the CITY to define the minimum amount of vertical information required to model the sanitary sewer, storm drain, and water system. Once the CONSULTANT identifies the required vertical information needed, the CITY will supply that information to CONSULTANT from either recorded as-built plans or field surveys. Additionally, the CITY has very limited information on the Tulare County community known as East Porterville, which is located within the CITY's UDB.

- 2.3 The CONSULTANT shall provide marked-up redlined corrections of any data discrepancies and submit these to CITY staff for review and verification prior to modeling input. CITY staff will make the necessary changes to improve the existing databases.

Task 2 Deliverables

- Prepare a data needs memorandum with marked-up redline corrections of any data discrepancies;

TASK 3 – SANITARY SEWER MASTER PLAN UPDATE

The CITY has land use data available that shall be used for future demand evaluation. For the 2001, Sanitary Sewer Master Plan Update, a HydraGraphics model was developed for the CITY's sanitary sewer system analysis. The model has not been updated since that time. This model and the modeling platform may be used as the basis for hydraulic model development for this project but should not be considered a preference by the CITY. Regardless of the model used, the chosen CONSULTANT will provide the CITY with a user-friendly model for use in modeling possible plan changes between Master Plan updates.

Existing Waste Water Treatment and Collection System/Condition Assessment

- 3.1. Review the CITY's land use as it relates to the demand. The review shall include an analysis of current and future land use, verification of data used in the current Master Plan, and review of current flow monitor data previously collected by the CITY.
- 3.2. Evaluate annual, seasonal (dry, wet weather), and diurnal variability in demand and develop peaking factors to be used for modeling and future planning.
- 3.3. Meet with CITY maintenance and operations staff to review maintenance records and identify facilities with known problems. Provide for inspection of the identified facilities, including an evaluation for capacity and structural integrity, but only to the extent specifically requested by staff.
- 3.4. Meet with CITY Engineering and Public Works staff to identify known existing capacity issues.
- 3.5. CONSULTANT shall work with the CITY in preparing an inventory of existing sewer lines, force mains, siphons, and junction structures and lift stations, and other drainage facilities needed for the analysis of sanitary sewer system. The inventory shall identify the ownership of the facility, type, size, material, and other physical properties. The CITY has an extensive map of the existing sewer systems. CONSULTANT shall incorporate this map into the Master Plan.

- 3.6. CONSULTANT shall validate all assumptions and data derived from the original Master Plan prior to use.
- 3.7. Existing capacity and demands should be determined in accordance with the State Federal Waste Discharge Requirements (WDR) for Publicly Owned Sanitary Systems.

Existing Sanitary Sewer Collection System Analysis

Prepare draft evaluation criteria based on previous studies and typical criteria used in the industry. CONSULTANT to submit draft criteria to the CITY in the form of a “Sanitary Sewer Basis of Work” and discuss the Basis of Work with staff at one of the progress meetings. A Basis of Work will be agreed upon and finalized prior to the system evaluations.

- 3.8. The Sanitary sewer model will be used to analyze the existing sanitary system with current demands under the flowing demand conditions;
 - Minimum Day Demands
 - Average Day Demands
 - Maximum Day Demands
 - Peak Hour Demands
- 3.9. The sanitary sewer model will be used to size required infrastructure to improve the existing system’s hydraulic performance.
- 3.10. Perform an operational evaluation of the system and identify operational improvements for dry and wet weather conditions.
- 3.11. Evaluate the reliability of the sewer system and identify potential deficiency (e.g. excessive d/D value).

Waste Water Treatment Demand Analysis

As part of demand analysis, the CONSULTANT shall perform these minimum tasks:

- 3.12. Develop an approach for build out demand determination. At least two different methods of demand estimation should be considered for demand estimation comparisons. The demand analysis approach shall be included in the Sanitary Sewer Basis of Work. Use the approved approach for future demand development. Provide future demands for 2020, and in 5-year increments ending at 2030 (full build out). Horizon years should also be presented in terms of equivalent dwelling units given current uncertainties of how rapidly development will occur.

Waste Water Treatment System Analysis

As part of analysis used to assess future treatment needs, the CONSULTANT shall perform these minimum tasks:

- 3.13. Evaluate the capacity of the CITY's wastewater treatment plant for present and anticipated demand.
- 3.14. Develop and analyze alternative means of accommodating wastewater treatment and disposal demand, which will be created by new development within the City's urban development boundary. Alternatives should consider the use of decentralized wastewater treatment technologies as well as expansion(s) of the existing centralized Wastewater Treatment Plant (WWTF). Disposal demand analysis shall include a discussion on expanding the current farming/percolating system employed by the CITY and possible use of recycling the WWTF effluent as non-potable or potable (this Task will overlap with Task 6) water directly to the users.
- 3.15. The analysis must be sufficiently detailed to allow the City to evaluate the alternatives and provide guidance back to the CONSULTANT regarding the preferred alternative. The preferred alternative will be incorporated into the Master Plan for the collection system and will become the basis for assumptions to be used in the evaluation of reclaimed and potable water systems Master Plan infrastructure. The analysis shall include all reasonable factors which should be considered by the CITY in selecting a preferred wastewater strategy. The CITY anticipates that the information provided would include, but not necessarily be limited to, the following:
 - A summary of legislative and regulatory conditions affecting the expansion of existing wastewater treatment plants or the establishment of new decentralized facilities.
 - A summary of strategies accepted in the industry for meeting municipal wastewater needs, and an identification of which strategies may be potentially feasible for Porterville, versus those that are clearly not.
 - For potentially feasible alternatives, provide a description along with an "Order of Magnitude" cost comparison for the associated costs taking into consideration each strategy's effect on collection system infrastructure.
 - A description of the operating costs associated with each potentially feasible alternative.
 - An analysis of the feasibility of implementing a reclaimed water system and how each alternative would create opportunities for reclaimed wastewater.
 - Identify required capacity improvements and costs. Present as two phases. First phase is a short-term phase (5-years) and includes all improvements required to

resolve existing deficiencies. The second phase includes improvements to be complete by 2030.

- 3.16. Prepare a technical memorandum documenting the above information and discuss the memorandum with staff at one of the progress meetings.

Future Sanitary Sewer Collection System Analysis

As part of analysis used to assess future collection system needs, the CONSULTANT shall perform these minimum tasks:

- 3.17. Identify and evaluate up to two (2) alternative collection system configurations to accommodate ultimate build out conditions presented by the 2030 General Plan. Additionally, the evaluation of the alternative collection system shall include the scenario were improvements identified within the Recycled Water Feasibility Study are implemented.
- 3.18. Following selection of the preferred alternative by the CITY, analyze the future system under minimum dry and wet weather conditions.
- 3.19. Develop necessary modeling scenarios to provide the CITY with facility needs to meet projected demands for build out.
- 3.20. Develop a construction phasing plan for anticipated future facilities in 5-year increments until 2030 (full build-out). Horizon years should also be presented in terms of equivalent dwelling units given current uncertainties of how rapidly development will occur.
- 3.21. Develop and present a criteria that makes most efficient use of funding sources for selecting the best combination of treatment facilities and collection system alternatives.
- 3.22. Prepare GIS coverages of existing and proposed sanitary sewer system data used in the model.
- 3.23. Identify required capacity improvements and costs. Present as two phases. First phase is a short term phase (5-years) and also includes all improvements required to resolve existing deficiencies. The second phase includes improvements to be complete by 2030.

Task 3 Deliverables

- Meeting agenda and meeting notes;
- Sanitary Sewer Basis of Work;

- Waste Water Treatment system alternative analysis technical memorandum;
- Provide a PDF copy of the draft City of Porterville Sanitary Sewer Master Plan at approximately 60% and 90% of project completion for CITY review;
- (5) hard copies and (1) PDF copy of the Final City of Porterville Sanitary Sewer Master Plan;
- Digital copy of the model used for the Sanitary Sewer Master Plan analysis along with any GIS data developed for the project.

TASK 4 – WATER MASTER PLAN UPDATE

Water System Demand Analysis

The CITY has metered approximately 98% of the residences and business within the CITY. Water meters are read once a month. It is anticipated this data would be used to supplement other information already available relative to water usage.

The CITY has detailed land use data available that shall be used for future demand evaluation. The CITY will provide land use data to the CONSULTANT in GIS format.

As part of demand analysis, the CONSULTANT shall perform these minimum tasks:

- 4.1. Evaluate annual, seasonal, and diurnal variability in demand and develop peaking factors to be used for hydraulic modeling and future planning.
- 4.2. Summarize statistical demand information such as minimum day, maximum day, unaccounted for water, total annual, etc. for historical water uses.
- 4.3. Develop an approach for build out demand determination. At least two different methods of demand estimation should be considered for demand estimation comparisons. Provide a technical memorandum for CITY consideration. Use the approved approach for future demand development. Provide future demands for 2020 in 5-year increments ending at 2030 (full build-out). Horizon years should also be presented in terms of equivalent dwelling units given current uncertainties of how rapidly development will occur.

Water Supply Analysis

- 4.4. Evaluate and summarize existing water supply sources, capacities, and potential issues that could affect water delivery to the CITY. Include discussions concerning the State mandated water use reduction programs.

- 4.5. Identify future supply sources needed to meet demands developed in Task 4.1. Evaluate future supplies for 2020 and in 5-year increments ending at 2030 (full build out). Horizon years should also be presented in terms of equivalent dwelling units given current uncertainties of how rapidly development will occur. Investigations into future supplies shall include treating surface water collected from the Tule River and/or the Friant Kern Canal.
- 4.6. Discuss supply reliability and opportunities to improve potable supply reliability. Include information concerning the cost of increased water pumping as related to water depth. Include information concerning the expected rate of overdraft from now until 2030 (full build out). Include discussions of the extent of groundwater contamination, and the need for water remediation prior to use. Discuss the pros and cons of delivering treated surface water directly to the user or using surface water for groundwater recharge only. Discuss the type of treatment facilities that would be required if a portion of the potable water supply comes from the Tule River system and/or the Friant Kern Canal. The discussion should include the infrastructure and maintenance cost for a surface water treatment plant, costs for supply lines from the plant to the surface water source and from the plant to the CITY's water distribution system.
- 4.7. Evaluate the potential for the CITY to purchase surface water off the Friant Kern Canal and/or the Tule River system. At a minimum, the discussion shall include a review of the historic availability of surface water, the costs associated with that water, potential surface water delivery locations within the City, required infrastructure improvement to manage that water, and an estimate of the future surface water availability and costs.
- 4.8. Coordinate water supply analysis with the Recycled Water Feasibility Study as to the amount of potable water demand that can be converted to recycled water and the cost for this program. This should include conversion of the WWTF and the cost for utilities to extend water to the CITY and the possible immediate uses for the recycled water.
- 4.9. Prepare a technical memorandum summarizing the finds.

Potable Water Regulations

- 4.10. Review Standards, Ordinances, and Regulations as they pertain to potable water. Review the CITY's design standards, water quality management practices, and current and upcoming Federal and State regulations and summarize findings.
- 4.11. Summarize State and Federal existing water quality standards and what actions the CITY must develop to meet these standards. Discuss how the addition of treated

surface water could affect the CITY's current water quality and what affect it may have on meeting State and Federal water quality standards.

In addition, an evaluation shall also be made of the surface water quality (if existing data is readily available) with respect to water quality standards, ordinances, and regulations. This will include comparison to various parameters with the California Department of Public Health Title 22 requirements. Identify any potential water quality issues that may include, but are not limited to, the parameters of: Electrical Conductivity (EC), Total Dissolved Solids (TDS), Sodium Absorption Ratio (SAR), sodium, calcium and magnesium, chlorine, boron, bicarbonate, pH, ammonia, nitrate, tin, and combined nitrogen as they may apply. The findings of this task shall be summarized in a technical memorandum and be submitted as a section of the draft and final report.

- 4.12. Provide a summary of upcoming regulatory issues that could impact potable water distribution.
- 4.13. Review other agency standards and compare to CITY standards. Suggest modifications for CITY review. Key criteria include unit demands, pressure and flow requirements, storage, fire flow, and facility redundancy.
- 4.14. Identify current and future potable water system monitoring and reporting requirements. Prepare a table listing monitoring type, frequency, reporting agency, test methodology, etc.
- 4.15. The CITY's current Urban Water Management Plan requires a 20% reduction in per capita water use 2020. CONSULTANT to provide recommendation to achieve a 20% reduction in per capita water use by 2020.

Potable Water Model

The CITY maintains a potable water model in EPANET. This model and modeling platform may be used as the basis for hydraulic model development for this project. If the CONSULTANT proposes an alternative modeling software, the CITY should be provided with a copy of this software or migrate the data set to EPANET.

The CITY desires to complete and calibrate the existing hydraulic model to fully represent the CITY's existing potable water distribution system. A static and extended period calibration should be performed. In addition, the CITY wants to achieve model calibration for water quality. After calibration of the existing model, the CONSULTANT shall use the existing model for building a build out model and necessary scenarios to develop a Capital Improvement Plan for the CITY.

These minimum tasks are envisioned:

- Use the data collected in previous tasks to complete the facility inventory for the existing potable model.
- Calibrate the existing model for hydraulic and water quality conditions.
- Based on data developed in other tasks construct a model at full build out.
- Develop implementation scenarios in the model for the various stages of the Capital Improvement Program (CIP). The CIP should start in the year the Master Plan is finalized, then 2020, and then provide for improvements in 5-year increments until 2030 (full build out). Horizon years should also be presented in terms of equivalent dwelling units given current uncertainties of how rapidly development will occur.

The water quality component of the model development may be an optional task.

Existing Water System Analysis

- 4.16. Prepare draft evaluation criteria based on previous studies and typical criteria used in the industry. CONSULTANT to submit draft criteria to the CITY in the form of a “Water System Basis of Work” and discuss the Basis of Work with staff at one of the progress meetings. A Basis of Work will be agreed upon and finalized prior to the system evaluations
- 4.17. Use the data collected in previous tasks to complete the facility inventory for the existing potable model. The model shall include all potable infrastructures in the CITY required to accurately model the system at a “Master Plan Level”. Provide large plots of the existing system model with pressure zone and pipe diameter labels for CITY review.
- 4.18. Based on the characteristics of the existing model, develop calibration procedures and sample needs to perform hydraulic and water quality calibrations. Provide a technical memorandum to the CITY.
- 4.19. The calibrated model will be used to analyze the existing potable water system with current demands under the flowing demand conditions;
 - Minimum Day Demands
 - Average Day Demands
 - Maximum Day Demands
 - Peak Hour Demands
 - Fire flow
- 4.20. The hydraulic model will be used to size the required infrastructure to improve the existing system for hydraulic performance and water quality. The improvements shall include physical system improvements such as pipelines, water transfer

stations, and reservoir storage and operational improvements, such as off-peak pumping and SCADA improvements, to minimize operational costs.

- 4.21. Develop hydraulic friction factor to be used for the model.
- 4.22. Perform an operational evaluation of the system and identify operational improvements for winter and summer times. Provide recommendations to achieve optimum distribution system operation.
- 4.23. Evaluate the reliability of the potable water system and identify potential deficiencies. Up to four different failure scenarios should be proposed and evaluated. Consultant will discuss failure scenarios with the CITY prior to analysis.
- 4.24. Verify that the distribution system can meet minimum pressure requirements in accordance with California regulations.
- 4.25. Consider potential ways to reduce or eliminate pumping during peak electrical demand periods.
- 4.26. Perform fire flow deficiency analysis and prepare a map showing areas that currently are deficient.
- 4.27. Evaluate the needs for additional above ground water storage and/or surge tanks.

Future Water System Analysis

- 4.28. Analyze the future system under a minimum of three supply scenarios: as-is, recycled water supply (if available), and supplementing groundwater pumping with treated surface water. The analysis should be performed under the same demands scenarios as for the existing system.
- 4.29. Develop necessary modeling scenarios to provide the CITY with facility needs to meet projected demands for build out.
- 4.30. Evaluate and/or recommend the need to implement additional pressure zones within the CITY as boundaries growth expands.
- 4.31. Evaluate and/or recommend the need to install additional backup generators at CITY well sites.
- 4.32. Develop implementation scenarios in the model for the various stages of the Capital Improvement Program (CIP). The CIP should start in the year the Master Plan is finalized, then 2020, and then provide for improvements in 5-year increments until 2030 (full build out). Horizon years should also be presented in

terms of equivalent dwelling units given current uncertainties of how rapidly development will occur. The various stages of the CIP should include a separate discussion concerning East Porterville and the most economical approach to connecting East Porterville to the CITY's water system.

4.33. Prepare GIS coverages of proposed water system data.

Task 4 Deliverables

- Meeting agenda and meeting notes;
- Water system demand analysis technical memorandum;
- Water supply analysis technical memorandum;
- Existing water system calibration procedure technical memorandum;
- Water System Basis of Work;
- Provide a PDF copy of the draft City of Porterville Water System Master Plan at approximately 60% and 90% of project completion for CITY review;
- (5) hard copies and (1) PDF copy of the Final City of Porterville Water System Master Plan;
- Digital copy of the model used for the Water System Master Plan analysis along with any GIS data developed for the project.

TASK 5 – STORM DRAIN MASTER PLAN UPDATE

The Objectives of the Storm Drain Master Plan update are to accomplish the tasks included below for the CITY's storm drain system, addressing both present conditions and future conditions as will occur through the CITY's anticipated build-out.

- Propose a planned program of drainage facilities required in the CITY to provide protection from flooding with respect to existing and anticipated land uses;
- Incorporate a priority system for the planned program of drainage facilities;
- Have a system that meets all applicable regulations, including, but not limited to, health, environmental, and water quality;
- Prepare a GIS coverage including storm drain system data, conveyance size and material, ownership, watershed sub-areas, hydrology and conveyance information, etc.

Existing Storm Drain System/Condition Assessment

- 5.1. Review the CITY's land use as it relates to the amount of storm run-off for residential and commercial/industrial areas. The review shall include an analysis of

current and future land use, and verification of data used in the current Master Plan.

- 5.2. Meet with CITY maintenance and operation staff to review maintenance records and identify facilities with known problems. Provide for inspection of the identified facilities, including an evaluation for capacity and structural integrity, as may be requested by staff.
- 5.3. Meet with CITY Engineering and Public Works staff to identify known existing flooding and other storm drainage issues.
- 5.4. CONSULTANT shall validate the current and projected run-off at build-out land use, according to the CITY's current land use plan and compare the results to the 1994 Master Plan, noting large (greater than 20 percent) discrepancies.
- 5.5. CONSULTANT shall prepare an inventory of existing storm drain lines, channels, and other drainage facilities. Identify the ownership of the facility, type, size, material, etc. and evaluate adequacy of the existing facilities.
- 5.6. CONSULTANT shall validate all assumptions and data derived from the original Master Plan prior to use.
- 5.7. Currently, many of the CITY's storm drain facilities drain directly to local waterways. CONSULTANT shall review water quality concerns and current/upcoming regulations that may affect the CITY's storm drain system and recommend needed changes or upgrades to existing facilities.
- 5.8. CONSULTANT shall identify storm drain facilities that discharge in the Tulare River, Porter Slough, and Porterville Irrigation District facilities.

Storm Drain Sustainable Practices

The purpose of this task is to review current Best Management Practices (BMP) and make recommendation toward practices that can be implemented within the CITY of Porterville.

- 5.9. Identify BMP (that are constant with MS4 requirements) to reduce impacts to the CITY's storm drain conveyance and storage facilities.
- 5.10. Identify BMP measures that can be used to reduce impacts to local waterway, including but not limited to the Tule River, Porter Slough and Porterville Irrigation District (PID) managed facilities.

Storm Drain System Modeling

The purpose of the system modeling is to create a computer model of the storm drain system that can be used to develop the updated Storm Drain Master Plan and ultimately be turned over to the CITY for use in accomplishing the goals and objectives of the Master Plan update. A fully functioning modeling program or data set shall be provided to the CITY that will allow review, updates, and analysis of system data.

- 5.11. Identify and recommend the appropriate data capture and modeling method. The method selected must be compatible with ESRI products or equivalent.
- 5.12. Perform hydrology analysis for 2-year, 10-year, and 100-year storm event with corrected impervious factors as determined under Task 5.1 and as approved by the CITY.
- 5.13. Prepare draft model analysis criteria based on previous studies and typical criteria used in the industry. CONSULTANT to submit draft criteria to the CITY in the form of a “Storm Drain Basis of Work” and discuss the Basis of Work with staff at one of the progress meetings. A Basis of Work will be agreed upon and finalized prior to the system evaluations.
- 5.14. Hydraulically model the CITY’s storm drain system. The hydraulic model shall include all conveyance sizes and types, and other components of the system required to properly model the CITY’s Storm drainage system at a Master Planning level. Regardless of the type of model used, CONSULTANT shall provide the CITY with a user-friendly model for use in modeling possible plan changes between Master Plan updates.
- 5.15. The CITY uses ESRI ARCGIS Desktop 10.4 and ARCGIS Pro 1.3 software. All storm drain facilities and components shall be defined in a manner that is compatible with this geo-database format.
- 5.16. Perform review/analysis of possible future system improvements that may include:
 - Possible links between basins to compensate for undersized basins or basins that do not percolate runoff.
 - Transfer of runoff or surface water deliveries between basins to aid in groundwater recharge objectives.
 - Connecting of existing storm water basin to local waterway for use in recharge during summer months when the need for storm water layoff is minimal.
 - Additional basins master plan level basins to accommodate future CITY growth.
 - Additional basins specifically located to aid in groundwater recharge objectives.
 - Implementation of proposed BMPs (task 5.9 and 5.10).

Task 5 Deliverables

- Meeting agenda and meeting notes;
- Storm Drain Basis of Work;
- Provide a PDF copy of the draft City of Porterville Storm Drain Master Plan at approximately 60% and 90% of project completion for CITY review;
- (5) hard copies and (1) PDF copy of the Final City of Porterville Storm Drain Master Plan;
- Digital copy of the model used for the Storm Drain Master Plan analysis along with any GIS data developed for the project.

TASK 6- RECYCLED WATER FEASIBILITY STUDY

The CITY of Porterville is currently in an overdraft condition. The CITY is therefore interested in exploring opportunities to use recycled water for non-potable and potable water use. The primary focus of the feasibility study is the reuse potential for the CITY's WWTP effluent. Additionally, the study should discuss the potential uses for non-potable and potable surface water from the Friant Kern Canal and/or the Tule River system. The objectives of this task is to determine the feasibility of developing a water system for non-potable and potable use to reduce demands to groundwater. It will be used to determine where there are opportunities for recycled water (or other sources of non-potable/potable water), what barriers exist to implementing non-potable/potable water system, and provide cost/benefit analysis for its development. This Feasibility Study will rely on the information generated and determinations made in conjunction with the evaluation of wastewater treatment alternatives and water system demand analysis as described in *Task 3 and Task 4* of this RFQ. Additionally, The City is currently pursuing a Water Recycling Funding Program Planning (WRFPP) Grant Application. The requirements of the grant application have been incorporated in the scope of services for TASK 6.

Major items to be addressed in the Recycled Water Feasibility Study include:

- Identification of pertinent regulatory requirements;
- Market assessment of potential customers and demand estimates;
- Recycled surface water supply availability and quality for non-potable and potable use;
- System alternatives development;
- Feasibility analysis including cost/benefits;
- Recommendations and further analysis needs;

Recycled Water - Review of Standards, Ordinances, and Regulations

The purpose of this task is to review the CITY's existing water and wastewater systems with regards to the CITY's design standards, water quality management practices, and federal and State Regulations.

- 6.1. Summarize State and Federal existing water quality standards.
- 6.2. Describe the ongoing developments of State and Federal water quality standards released to recycled water systems.
- 6.3. Discuss connection issues driven by Water Code and CITY Ordinance changes. Summarize the findings of this task in a concise technical memorandum that describes current and future standards, ordinances, and regulations that could impact the development of the CITY's recycled water system. The technical memorandum will be submitted as a section of the draft and final report.

Recycled Water Market Assessment

- 6.4. Identify potential recycled water customers within the CITY's service area boundary by evaluating historical records, general plan land use maps, specific plans, aerial photography maps, and other demand related information.
- 6.5. Potential customers to be evaluated shall include golf courses, CITY parks, cemeteries, schools, homeowners associations, agricultural users, industrial users, other large water users, and surface recharge basins. The assessment shall quantify the recycled water market by developing a GIS-based list of the most viable reuse customers. The summary table will include all readily available information of potential customers, such as:
 - Customer name;
 - Customer address;
 - Number of meters on site;
 - Size of water meters;
 - Billing classification;
 - Acreage (if irrigable site);
 - Current potable water demand;
 - Estimated recycled water demand;
 - Typical usage pattern.

Potential customers also include future residential zoning identified in the 2030 General Plan. These future developments may have the potential for dual plumbed services as just one example.

- 6.6. Findings of this task shall be summarized in a concise technical memorandum that included a graphical presentation of the potential recycled water customers, a description of the customers, a description of the customers with the highest potential for recycled water use, and recycled water demand summaries based on the available information. Contact with potential customers via site visits or telephone interviews is not required as part of this Scope of Services. The technical memorandum will be submitted as a section of the draft and final report.

Recycled Water Supply Evaluation

- 6.7. CONSULTANT shall review historical effluent flow and water quality data from the Wastewater Treatment Plant (WWTP) to quantify the potential supply of recycled water if the WWTP is identified as a preferred source of recycled water.

In addition, an evaluation shall also be made of the WWTP effluent water quality data with respect to the recycled water quality standards, ordinances, and regulations as reviewed in previous tasks. This will include comparison to various parameters with the California Department of Public Health Title 22 requirements, Basin Plan requirements, and specific customer requirements. Identify any potential water quality issues that may include, but are not limited to, the parameters of: Electrical Conductivity (EC), Total Dissolved Solids (TDS), Sodium Absorption Ratio (SAR), sodium, calcium and magnesium, chlorine, boron, bicarbonate, pH, ammonia, nitrate, tin, and combined nitrogen as they may apply. The findings of this task shall be summarized in a concise technical memorandum, which as a minimum needs to include a discussion of the historical wastewater flows, the projected recycled water supply availability, comparison of the projected supply, storage needs if any and demand, water quality summary, and conclusions regarding treatment needs to meet specific user requirements. The technical memorandum will be submitted as a section of the draft and final report.

- 6.8. CONSULTANT shall review historical surface water availability and quality from the Friant Kern Canal and Tule River system to quantify the potential supply available to the CITY if surface water is identified as a preferred source of non-potable water. Surface water analysis shall be included in the technical memorandum disused in Task 6.7.

Recycled Water Feasibility Analysis

- 6.9. CONSULTANT shall evaluate three (3) potential satellite tertiary facilities sites to supply unrestricted landscape irrigation at:
- Veterans Park and Monache High School;
 - Burton Schools;
 - City of Porterville Sports Complex.

- 6.10. CONSULTANT shall evaluate the feasibility of tertiary treatment upgrades at the WWTF to provide unrestricted irrigation water for the following scenarios:
- Comprehensive distribution throughout the CITY to all outdoor irrigation customers;
 - Distribution limited to open spaces and public facilities (including CITY parks, schools, golf courses, etc.). Excess water would be distributed to the reclamation field or to storm drain reservoirs as a component of their groundwater recharge program;
 - Distribution only to the CITY's reclamation area and providing the CITY options to convert to other crops and unrestricted reuse.
- 6.11. CONSULTANT shall evaluate the possibility of installing an Advanced Water Recycling Treatment Facility (AWRTF) located at the WWTF for the purpose of a groundwater replenishment reuse project.
- 6.12. CONSULTANT shall evaluate the potential for an AWRTF located at the WWTF for the purpose of direct potable reuse, in conjunction with the acquisition of water rights and the construction of a surface water treatment facility.
- 6.13. The evaluations shall include an economic costs and benefits evaluation, discussion on the institutional and legal requirements, and potential environmental impacts for each of the alternatives identified in this section.
- 6.14. Prepare a preliminary system layout of potential pipeline routes for each alternative identified in this section.
- 6.15. The Recycled Water Feasibility Study shall includes (at a minimum) the following sections:
- Background, study are characteristics, statement of problem and needs;
 - Water supply characteristics and facilities;
 - Wastewater characteristics and facilities;
 - Treatment requirements for discharge and reuse;
 - Recycled water market/opportunities;
 - Alternatives description and analysis;
 - Economic Analysis;
 - Legal, permitting, and environmental analysis;
 - Summary of stakeholder input;
 - Recommendations (project selection) and financial plan/capabilities;
 - Next steps (research needs)

Task 6 Deliverables

- Meeting agenda and meeting notes;
- Recycled Water Feasibility Study Basis of Work;
- Provide a PDF copy of the draft Recycled Water Feasibility Study at approximately 30%, 60% and 90% of project completion for CITY review. The draft report shall include the technical memorandums discussed in Task 6.3, Task 6.6, and Task 6.7;
- (5) hard copies and (1) PDF copy of the Final City of Porterville Recycled Water Feasibility Study;
- A digital copy of all GIS data developed for the project.

TASK 7- STORM WATER RESOURCE PLAN

The City is interested in developing a Storm Water Resource Plan that would create the framework for better utilization of storm water and dry weather runoff within the City, while maintaining or improving current runoff water quality. The City recognizes that there will be some overlap between this document and other proposed documents within this RFQ, particularly the Storm Water Master Plan. It is the intent of the City that the Storm Water Resource Plan will be a standalone document and used for the purpose of pursuing Proposition 1 funding consistent with the requirements of Water Code Section 10560.

Tule River and Porter Slough are natural channels that run through the center of the City. Historically, land developed near the River or the Slough were graded or plumed such that proposed developments would discharge directly into the channel. Current City practice is to require proposed developments to limit runoff into the River or Slough to at or below predevelopment runoff volumes. Additionally, the City does not allow any new connections to the River or the Slough. In areas where discharge is into the River or Slough is not allowed, or not feasible, the City owns and operates 25 storm water basins used to capture and evaporate/percolate runoff from those developments. The CITY would like to investigate to benefits of capturing and repurposing storm water runoff.

The objectives of the Storm Water Resource Plan is to create an integrated storm water management plan, based on a watershed approach, which focuses on diverting runoff from existing storm drains, channels, or conveyance structures to sites that can clean, store, infiltrate and/or use the runoff.

In general, the plan should include the following:

- Discussion and identifications of watersheds and sub-watersheds located within the CITY's Urban Development Boundary;

- Discussion on water quality compliance. Describe how the plan and proposed projects are consistent and assists in compliance with local, State, and Federal laws concerning water quality;
- Coordination with the community, local agencies and nongovernmental organizations during the development of the Plan;
- The Plan shall identify and prioritize projects that augment local water supply, provide opportunities for source control for pollution, projects that mimic natural water drainage treatment and infiltration, and projects that develop, restore, or enhance habitat and open spaces;
- Plan identifies design criteria and best management practices for new development and redevelopment;
- The Plan should include an implementation strategy (timeline, specific actions to be taken, etc.) and identify resources for Plan implementation;
- How the plan and its objectives and projects fits into the broader water management goals of the applicable Integrated Regional Water Management Plan;
- Plan must be implemented in accordance with applicable National Pollutant Discharge Elimination system permits.

Development of Storm Water Resource Plan

- 7.1. CONSULTANT shall identify the watersheds and subwatersheds within the CITY's Urban Development Boundary.
- 7.2. CONSULTANT shall prepare an inventory of existing storm drain lines that discharge in to Tule River, Porter Slough, or any irrigation ditch with in the CITY's urban development boundary and the associated watershed.
- 7.3. Meet with CITY Engineering and Public Works staff to identify known existing storm drain or water quality issues.
- 7.4. The CITY is currently concerned with capturing runoff, treating the water to the extent required, and using it for groundwater recharge. The CITY would like to investigate diverting runoff that normally is directed to the River or Slough into recharge basins. At a minimum, the CONSULTANT shall identify projects that are consistent with this vision.
- 7.5. CONSULTANT shall prepare a written report (Plan) that address at a minimum all of the mandatory elements required per the California Water Code for a Storm Water Resource Plan (see State Water Resources Control Boards Storm Water Resource Plan Guidelines – Appendix A: Checklist and Self-Certification).
- 7.6. CONSULTANT shall fill out and address the State Water Resources Control Boards Storm Water Resource Plan Guidelines – Appendix A: Checklist and Self-

Certification to insure the final Storm Water Resource Plan is consistent with the State Water Boards requirements for the Plan. The Checklist/Self-Certification shall be included as an attachment within the final Plan.

Task 7 Deliverables

- Meeting agenda and meeting notes;
- Storm Water Resource Plan Basis of Work;
- Provide a PDF copy of the draft City of Porterville Storm Water Resource Plan at approximately 60% and 90% of project completion for CITY review;
- (5) hard copies and (1) PDF copy of the Final City of Porterville Storm Water Resource Plan;
- Digital copy of any model used for the development of the Storm Water Resource Plan along with any GIS data developed for the project.

XXI. CONSULTANT SELECTION RATING FORM

CONSULTANT SELECTION RATING FORM		Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
Project Name:	Date:					
Project Number:						
Evaluation Factor			Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.		0-10				
b. Recent experience in projects comparable to the proposed project.		0-10				
c. Firm's reputation for professional integrity and competence.		0-5				
d. Key personnel's professional background and caliber.		0-7				
e. Adequate qualified personnel available for assignment to the project.		0-5				
f. Recent experience in specialized areas of expertise associated with the project.		0-5				
g. Demonstrated ability to meet schedules or deadlines.		0-10				
h. Demonstrated ability to complete projects without having major cost escalations or overruns.		0-7				
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.		0-10				
j. Quality of project previously undertaken.		0-10				
k. Familiarity with and proximity to the geographic location of the project.		0-5				
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.		0-3				
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.		0-5				
n. Degree of interest shown in undertaking the project.		0-3				
o. Evidence that consultant is an equal opportunity employer.		0-2				
p. Proximity of firm's office to project.		0-3				
TOTAL SCORE:						
RANKING:						



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Set a Public Hearing for the Adoption of the California Building and Fire Codes

SOURCE: Public Works

COMMENT: The various building codes in use by most jurisdictions in California are updated periodically to reflect the latest materials and construction techniques available to the construction industry.

The last published building and fire codes, specifically the California Building and Fire Codes, were updated in 2013. The State of California has since adopted the 2016 International Codes as the State Codes for Building, Plumbing, Mechanical, Electrical, Energy, and Fire.

In addition to these Codes, the State of California has also mandated the adoption of the 2016 Green Building Standards Code, the 2016 Residential Code, and the 2016 Referenced Standards Code. The 2016 Codes become State mandated as of January 1, 2017.

Each California Code will be adopted by ordinance, and shall repeal the State Code previously in effect.

RECOMMENDATION: That City Council set the Public Hearing for October 18, 2016, for the first reading and to receive input regarding the adoption of the 2016 Editions of the California Building, Plumbing, Mechanical, Electrical, Fire, Green Building Standards, Residential, Administrative, Reference Standards, and Energy Codes.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Annual Library Food for Fines Campaign

SOURCE: Parks and Leisure Services

COMMENT: The Library and Literacy Commission and staff propose to conduct the 10th Annual Food for Fines Campaign from October 1 to December 31, 2016. The library benefits from this program by recovering lost library materials and from the clearing of fines on patron accounts.

During the implementation of this campaign last year, the library collected 1,451 items of food and waived \$1,033 in fines. Staff will once again coordinate with the local Kiwanis Club who annually distribute food through their Family Food Basket program.

Program Outline:

- For every can of food submitted during the drive, \$1 of overdue fees will be waived, up to \$10 per account.
- The cans of food and other non-perishables must not be damaged or expired.
- Staff will track transactions by how many food items were collected and the total fines waived.

RECOMMENDATION: That the City Council authorize the 10th Annual Food for Fines Campaign to run October 1 through December 31, 2016.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Renewal of Airport Lease Agreement - Lot 32C

SOURCE: Finance

COMMENT: Mr. William Parham is the current leaseholder of Lot 32C at the Porterville Municipal Airport. The lease expires on September 30, 2016. We have received a request from Mr. William Parham to renew his lease for a period of ten (10) years. The lot is approximately 2,100 square feet in area and will rent for a rate of \$0.298 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on October 1, 2016 and expire on September 30, 2026.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. William Parham for Lot 32C at the Porterville Municipal Airport.

ATTACHMENTS:

1. Locator Map
2. Letter from Mr. Parham requesting renewal
3. Lease Agreement

Appropriated/Funded:

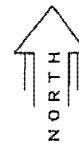
Review By:

Department Director:

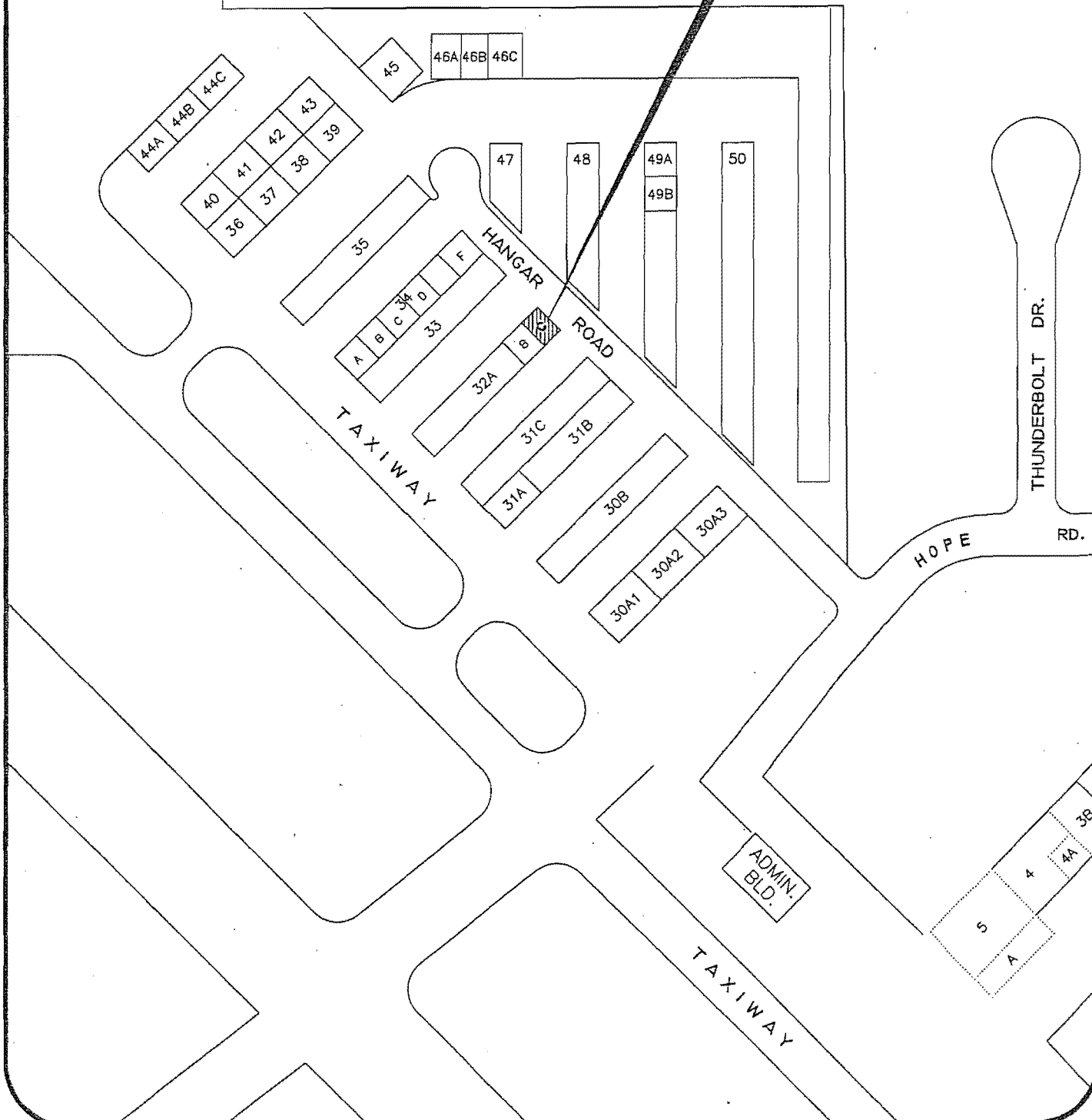
Maria Bemis, Finance Director

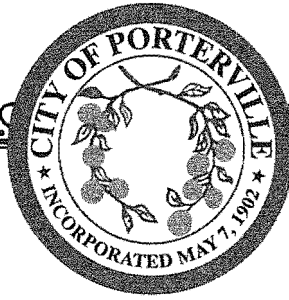
Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



SUBJECT LOCATION





781-0412
791-9672

Janie Rodriguez
Accountant
(559) 782-7566

August 5, 2016

Mr. William Parham
P. O. Box 664
Porterville, CA 93258

Re: Airport Lease Renewal

Dear Mr. Parham:

Your Lease Agreement for Lot 32C at Porterville Municipal Airport will expire on September 30, 2016. If you would like to renew your lease, please send me a letter to that effect as soon as possible so that I may obtain the approval of the Porterville City Council at a regularly scheduled meeting.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Janie Rodriguez
Accountant

cc: Jim McDonald, Airport Mgr.

*yes I would like to continue
my lease lot 32C 10 yrs.*

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of October, 2016, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and William Parham, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 32C at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on October 1, 2016, both parties having executed the same, and shall terminate on September 30, 2026, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.298 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,100 square feet of land area, said rental rate will be \$625.80 annually, or \$52.15 per month, payable in advance.

Beginning January 1, 2017, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: William Parham
P. O. Box 664
Porterville, CA 93258

To the City: Airport Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part

thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee

to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee,"

as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security

for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Milt Stowe, Mayor

By: William E. Parham
William Parham

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Renewal of Airport Lease Agreement - Lot 32D

SOURCE: Finance

COMMENT: Mr. Drew Williams is the current leaseholder of Lot 32D at the Porterville Municipal Airport. The lease expires on September 30, 2016. We have received a request from Mr. Drew Williams to renew his lease for a period of ten (10) years. This lot is approximately 2,100 square feet in area and will rent for a rate of \$0.298 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on October 1, 2016 and expire September 30, 2026.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Drew Williams for Lot 32D at the Porterville Municipal Airport.

ATTACHMENTS: 1. Locator Map
 2. Lease Agreement

Appropriated/Funded:

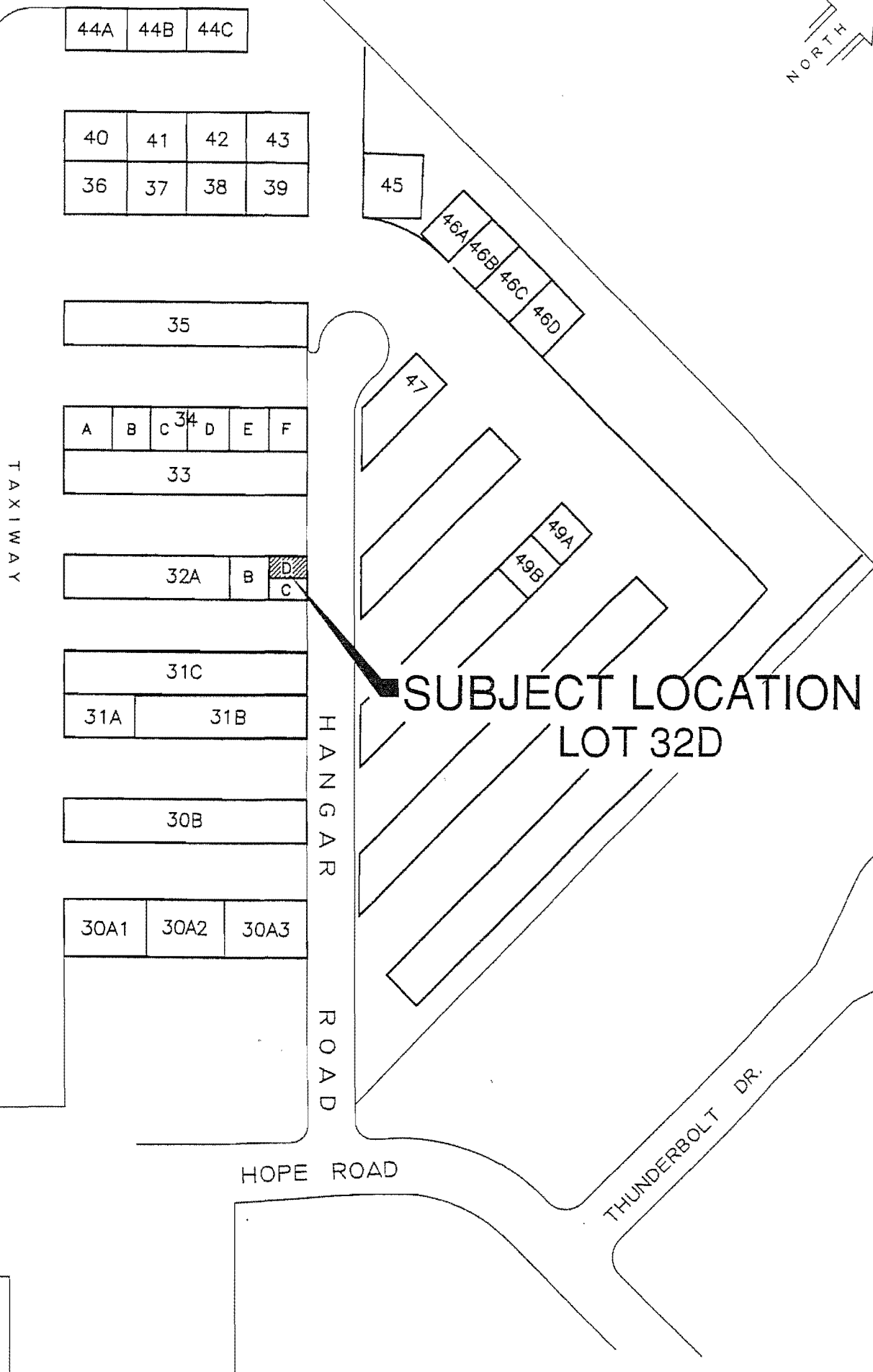
Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of October, 2016, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Drew Williams, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 32D at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on October 1, 2016, both parties having executed the same, and shall terminate on September 30, 2026, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.298 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,100 square feet of land area, said rental rate will be \$625.80 annually, or \$52.15 per month, payable in advance.

Beginning January 1, 2017, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Drew Williams
 16243 Mustang Dr.
 Springville, CA 93265

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part

thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee

to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee,"

as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security

for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

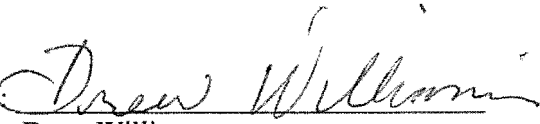
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Milt Stowe, Mayor

By: 
Drew Williams

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Approval for Community Civic Event - C & C Callahan Ministries, Inc. - Revive Tulare County (RTC) Block Party - October 1, 2016

SOURCE: Finance

COMMENT: The C & C Callahan Ministries, Inc., is requesting approval to hold an event at Veterans Park, on Saturday, October 1, 2016 from 10:00 a.m. until 7:00 p.m. This free event will include music, raffles and food. Use of the east and west parking lots at Veterans Park have been requested. There will be no street or sidewalk closures.

This application is submitted in accordance with Community Civic Events Ordinance No. 1326, as amended and has been routed according to the ordinance regulations and reviewed by all departments involved. All requirements are listed on the attached copy of the Application, Agreement and Exhibit A.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the C & C Callahan Ministries, Inc., subject to Restrictions and Requirements contained in the Application, Agreement and Exhibit A of the Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application, Agreement, Exhibit A, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

9/20/16

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 2/26/2016 Event date: 10/01/2016
8/30/16 Event time: 10:00 am to 7:00 pm

Name of Event: Revive Tulare County (RTC) Block Party

Sponsoring organization: C & C Callahan Ministries Inc. Phone # 559-280-7843
Address: 19299 Ave 370 Woodlake, CA 93286

Authorized representative: Chris Callahan Phone # 559-280-7843
Address: 19299 Ave 370 Woodlake, CA 93286

Event chairperson: Ray Salazar Phone # 559-723-2971

Location of event Veterans Park corner of Henderson and Newcome St.

(Location map must be attached)

Type of event: Christian Outreach BL# 004912

Non-profit organization status: EIN #46-1355699 We are a recognized non-profit

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): N/A Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes X No
Other:

Parks facility application required: Yes pd No Attached X

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

CC

Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

CC

Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

CC

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

CC

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

C & C Callahan Ministries

(Name of Organization)

Chris Callahan

(Signature)

8/25/2015

(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Veterans Park Event date: Oct. 1²⁰¹⁶ Event time: 10:00 AM - 7:00 PM

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Revive Tulare County (RTC) Block Party

Sponsoring organization: C & C Callahan Ministries Inc.

Event date: October 1, 2016 Hours: 10:00 am to 7:00 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	
East parking lot	Veterans Park corner of Henderson and Newcome St.	Christian Outreach	
West parking lot	Plae see attached map		

Requirements for Community Civic Event

C & C Callahan Ministries, Inc.
Revive Tulare County Block Party

October 1, 2016

Finance Director:
M. Bemis

Public Works Director:
M. Reed

Community Development Manager:
J. Phillips

Field Services Manager:
B. Styles

Fire Chief:
G. Irish

Parks and Leisure Services Director: Vehicles not permitted to park on grass.
D. Moore

Police Lieutenant:
C. Contreras

Administrative Services Director: See Page 2, Exhibit A.
P. Hildreth

Requirements for Community Civic Event

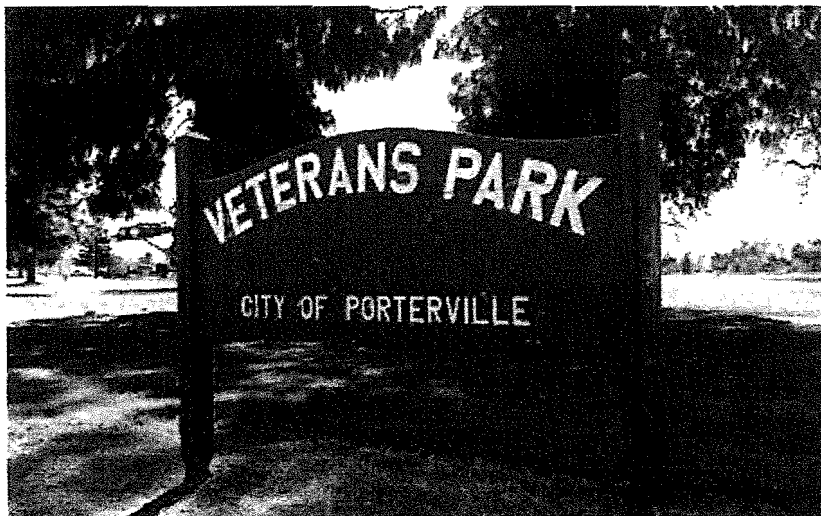
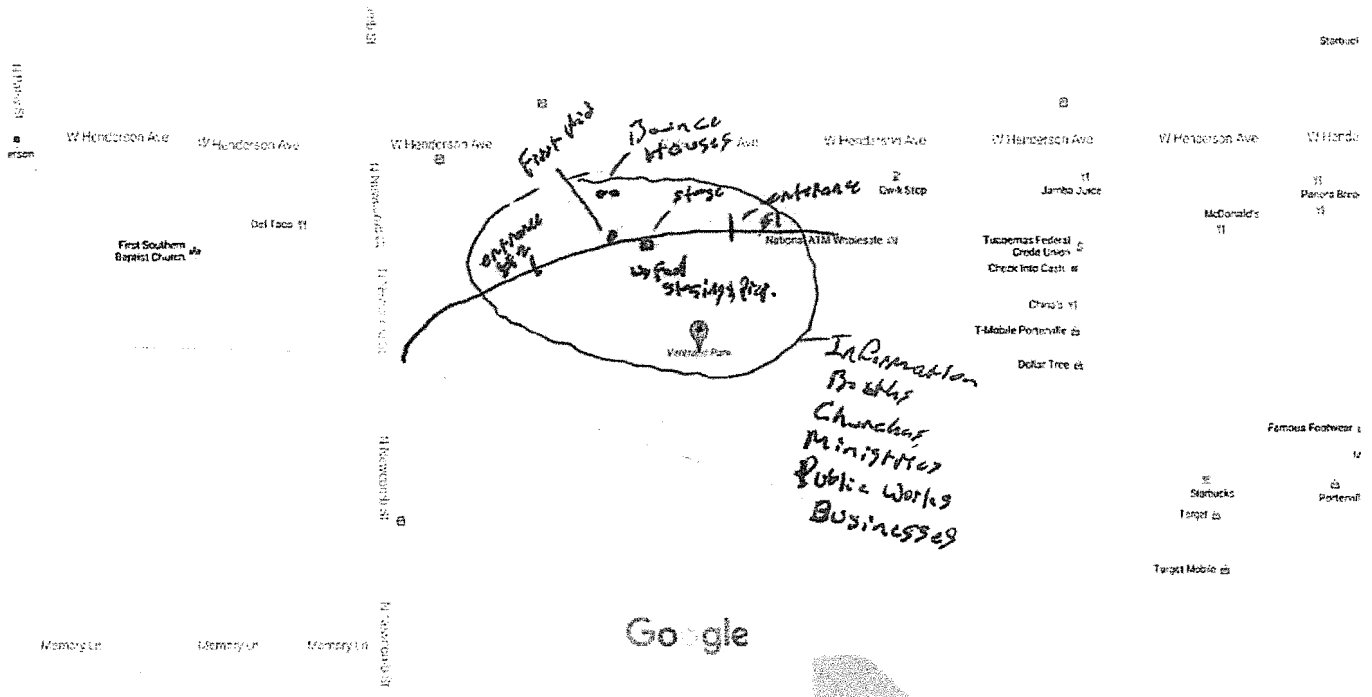
Sponsor: C & C Callahan Ministries, Inc.
Event: Revive Tulare County Block Party
Event Chairperson: Ray Salazar
Location: Veterans Park
Date of Event: October 1, 2016

RISK MANAGEMENT: Conditions of Approval

That C & C Callahan Ministries, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville Agency, its Officers, Employees, Agents and Volunteers as Additional Insured against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

Google Maps Veterans Park



Map data ©2016 Google 100 ft

Veterans Park

4.0 ★★★★★ 12 reviews

Park

1501 W. Henderson Ave, Porterville, CA 93257

ci.porterville.ca.us

(559) 791-7695

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: C & C Callahan Ministries, Chris Callahan
19299 Ave 370 Woodlake, CA 93286
- 2 Address where amplification equipment is to be used: Veterans Park corner of Henderson and Newcome
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Chris Calahan
19299 Ave 370 Woodlake, CA 93286 Hector Galindo 631 W. Kern Tulare, CA 93274
- 4 Type of event for which amplification equipment will be used: Christian Outreach
- 5 Dates and hours of operation of amplification equipment: 10:00 am to 7:00pm October 1, 2016
- 6 A general description of the sound amplifying equipment to be used: Pa system as such needed for band and public speaking
will include up to six forward facing speakers and monitors for performers.

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section.

(Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

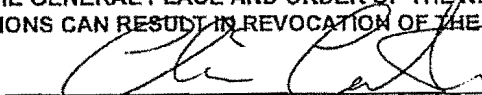
Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.


Signature of Applicant

8/25/2016
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.


City of Porterville, Chief of Police/Designee

9-13-16
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2016

PRODUCER

East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

C & C Callahan Ministries
Chris Callahan
19299 Ave. 370
Woodlake, CA 93286

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC Retail Liquor Liability	3DS5450-M1050598	10/01/2016	10/02/2016	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 1,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 500, Event Type: Church Meeting.

CERTIFICATE HOLDER

Veterans Park
City of Porterville, CA
291 N. Maple St.
Porterville, CA 93275

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Will Maddux

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Veterans Park City of Porterville, CA 291 N. Maple St. Porterville, CA 93275
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Amendment to the Seasonal and Part-Time Pay Rates for YES Employees

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Unified School District (PUSD) is proposing a new pay scale for the part-time Youth Experiencing Success (YES) employees. YES is the Kindergarten-8th grade after school program implemented by the City of Porterville in partnership with PUSD. The part-time employees are hired by the City of Porterville and wages are fully reimbursed by PUSD.

To effect these changes, it is proposed that the City's Employee Pay and Benefit Plan, Seasonal and Part-Time Pay Rates, be amended by Resolution of the City Council. This new pay scale has an estimated total increase to the elementary and middle school YES program budget of \$186,827. This total is budgeted for and reimbursed by PUSD. Attached for Council's reference is the YES proposed pay scale, as well as the draft resolution.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-time rates; and
2. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS:

1. YES Pay Scale
2. Reso Amending Part-Time YES Employee Pay Rates

Appropriated/Funded: JR for MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Y.E.S. Program Pay Scale

<u>Current position & pay</u>	<u>Pay Steps</u>	<u>Proposed hourly pay</u>	2016/2017 <u>Estimated Increase</u>
<u>After School Assistant III</u>		\$10.00 without 48 units or NCLB	15%
\$10.82	1st	\$12.44	
\$11.36	2nd	\$13.06	
\$11.93	3rd	\$13.72	
\$12.52	4th	\$14.40	
<u>Site Assistant</u>			15%
	1st	\$14.40	
	2nd	\$15.12	
	3rd	\$15.88	
	4th	\$16.68	
	5th	\$17.51	
<u>After School Site Supervisor</u>			10%
\$16.78	1st	\$18.46	
\$17.62	2nd	\$19.38	
\$18.50	3rd	\$20.35	
\$19.43	4th	\$21.37	
\$20.40	5th	\$22.44	
\$21.42	6th	\$23.56	

Estimated increase for 2016/2017 fiscal year:

Elementary	\$156,647.15
Middle School	\$30,179.98
Grand Total	\$186,827.13

*Revised 6/30/16

RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AN AMENDMENT TO THE SEASONAL AND PART-TIME PAY RATES
FOR YES EMPLOYEES**

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2016-17 Salary Schedule for all Seasonal and Part-time YES employee positions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time YES Employees, attached hereto and incorporated herein by this reference as Exhibit "A", effective December 1, 2016.

BE IT FURTHER RESOLVED, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this _____ day of September, 2016.

Milt Stowe, Mayor

Attest:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Patriotic Pride Hydrant Project

SOURCE: Community Development

COMMENT: On August 2, 2016, the City Council approved the Arts Commission's request to proceed with the Patriotic Pride Hydrant Project and appropriated funding for the project.

The Patriotic Pride Hydrant Project application period began on August 15, 2016, and closed on September 12, 2016, with 86 applications being received. On September 14, 2016, the Arts Commission selected the top ten designs as well as the top three runner-up designs as alternates, if any of the ten selected applicants are unable to participate.

The painting of hydrants is scheduled to begin on September 24, 2016, and must be completed by October 15, 2016. A Facebook contest is planned to begin by noon on October 17, 2016, and end on October 25, 2016, by 5:00 p.m. A special recognition for the winning hydrant would be presented before the City Council at the November 1, 2016, Council meeting.

The top ten designs and the three runner-up designs have been attached for the City Council's review.

RECOMMENDATION: That the City Council approve ten designs and three alternate designs for the Patriotic Pride Hydrant Project.

ATTACHMENTS:

1. Patriotic PRide Hydrant Project Guidelines
2. Top 10 selected Patriotic Pride Hydrant Designs
3. Runner-Up Alternate Designs

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



City of Porterville
Arts Commission
Patriotic Pride Hydrant Project
CONTEST RULES



DESIGN

- The Patriotic theme should be appropriate for a public space and should not endorse an individual, contain any text, be political in nature, or be offensive in any way.
- The public and private space immediately around the fire hydrant should be kept clean and neat when not directly working on the fire hydrant, including being protected from paint stains. Please respect the property.
- Hydrant accessories may not be removed or changed.
- **You must follow the design submitted in your approved application.**

APPLICATION

- Registration and design starts August 15, 2016 and runs through September 12, 2016. Proposed patriotic designs must be submitted during this period.
- Fire hydrant will be assigned. Please see attached map for hydrant locations.
- Applicants must be assigned the fire hydrant before starting the painting process.
- Hydrants will be assigned to applicants upon City Council approval of patriotic design. No one has the "right" to a particular hydrant.
- Approval of design and location will be sent to each applicant after September 20, 2016. All participants should keep a copy of the approval letter with them while painting.

PAINTING

- Painting can start on September 24, 2016 and must be completed by October 15, 2016.
- Participant must provide their own brushes and stencils. The City will not be responsible for damage or replacement of supplies.
- Red, white and blue paint will be provided. If the participant wishes to use additional colors, they must be approved with the design and provided by the participant.
- Paint only your assigned fire hydrant.
- You must use only paint. Nothing can be attached to or removed from the fire hydrant.
- A drop cloth will be provided and precautions must be used to prevent overspray or paint from getting on the sidewalk.
- You may use stencils, air brush with masking tape, or freehand your design.

GENERAL

- **If the rules are not followed, your hydrant will be painted over.**
- Fire hydrants that fall into a state that no longer enhances the immediate area (peeling, etc.), as well as hydrants within a zone scheduled for routine re-painting, will be painted over.
- By participating in the Patriotic Pride Hydrant Project, you acknowledge that the City of Porterville and its affiliates are not responsible in any way for any injury or property damage directly associated with this activity.
- The winning hydrant will be decided based upon the number of "Likes" from the public for each hydrant on the Choose Porterville Facebook Page and the Porterville Fire Department Facebook Page from October 17, 2016 (noon) – October 25, 2016 (5:00 p.m.).
- A special recognition before City Council will be given to the winning hydrant at the November 1, 2016 City Council meeting.

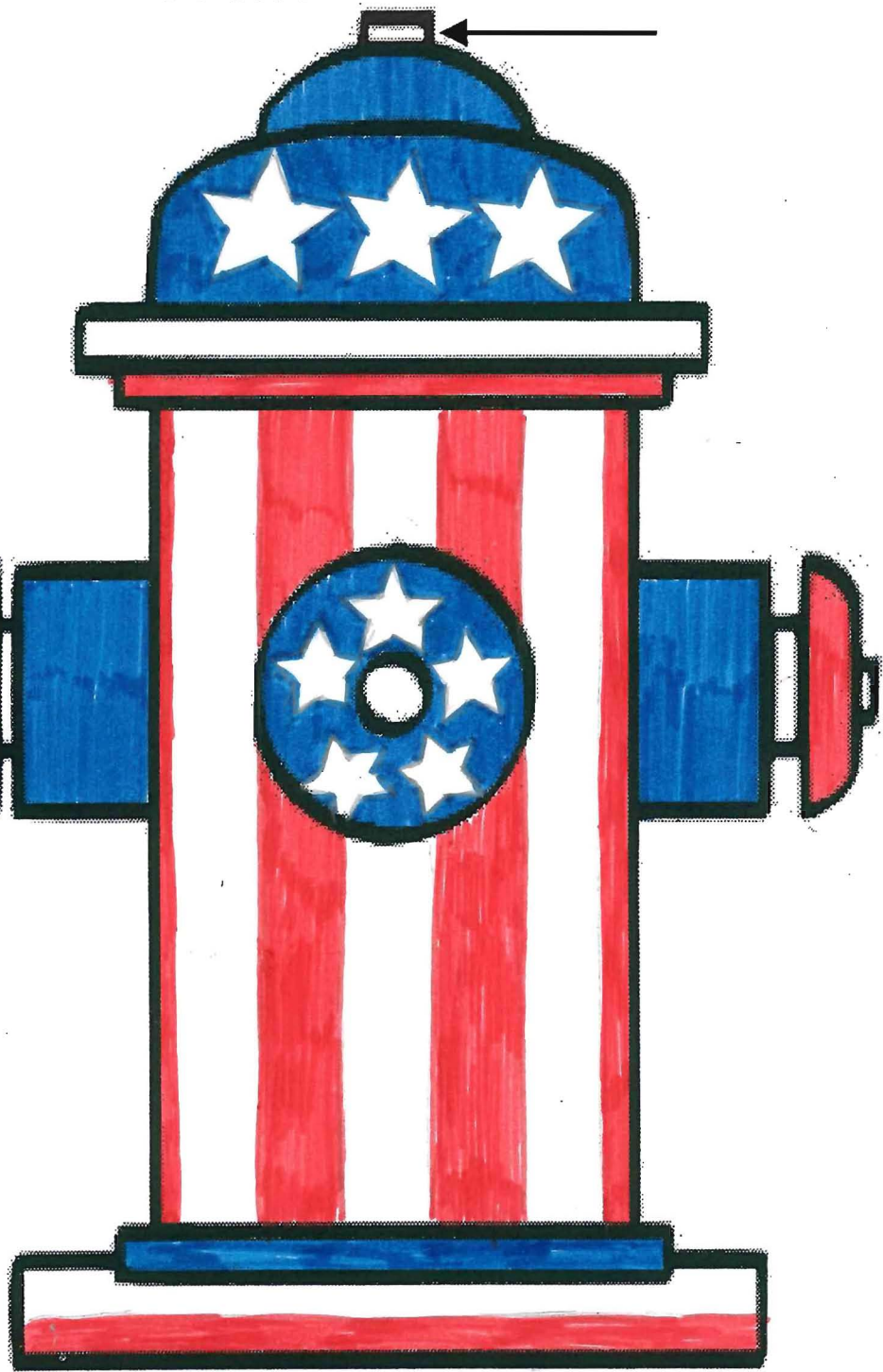
Any questions should be addressed to the Arts Commission at:

housing@ci.porterville.ca.us

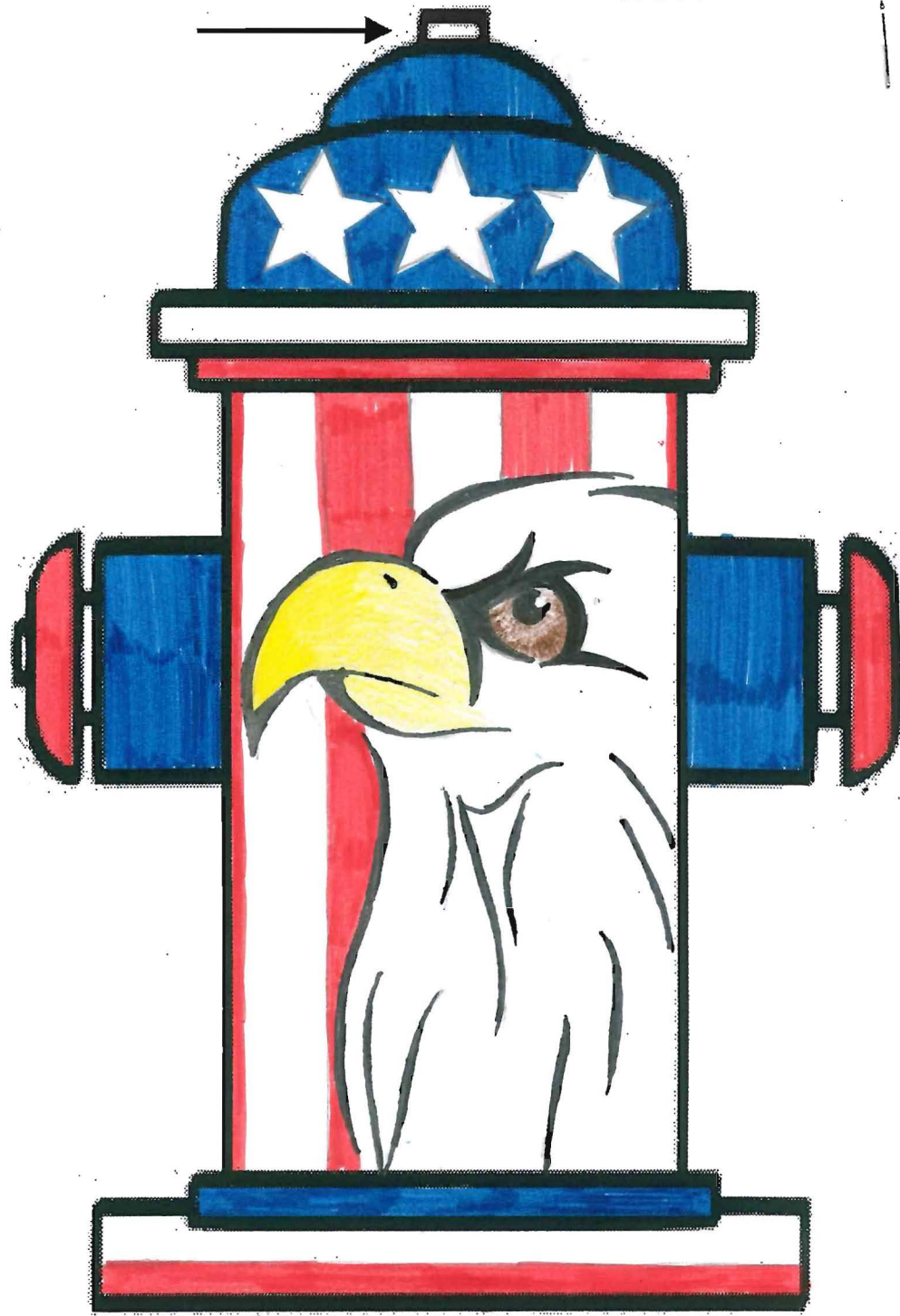
Porterville Arts Commission • 291 N Main St • Porterville CA 93257 •

<http://www.ci.porterville.ca.us/govt/BoardsandCommissions/artscommission.cfm>

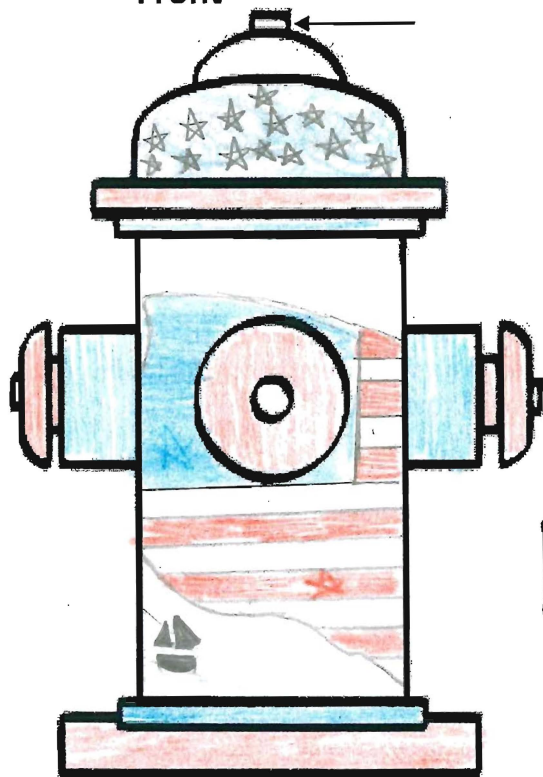
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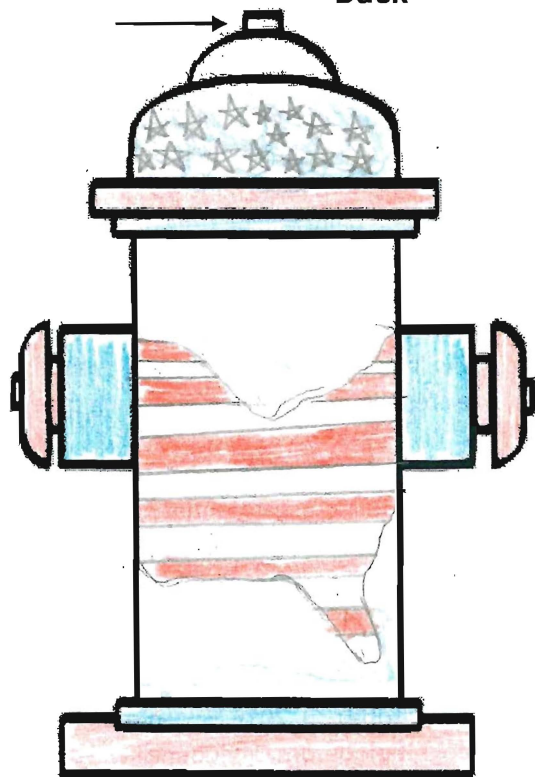
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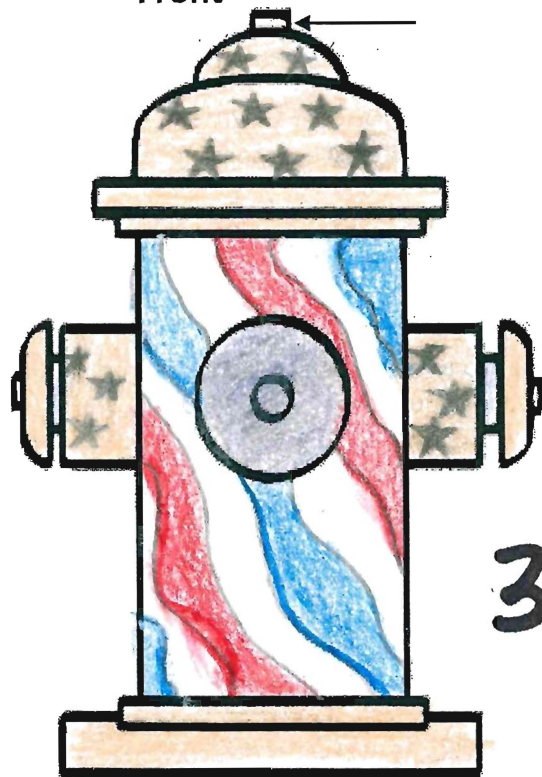
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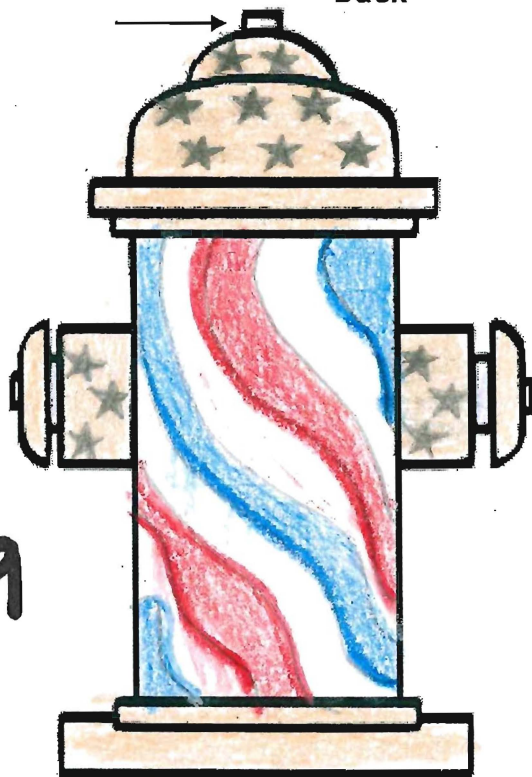
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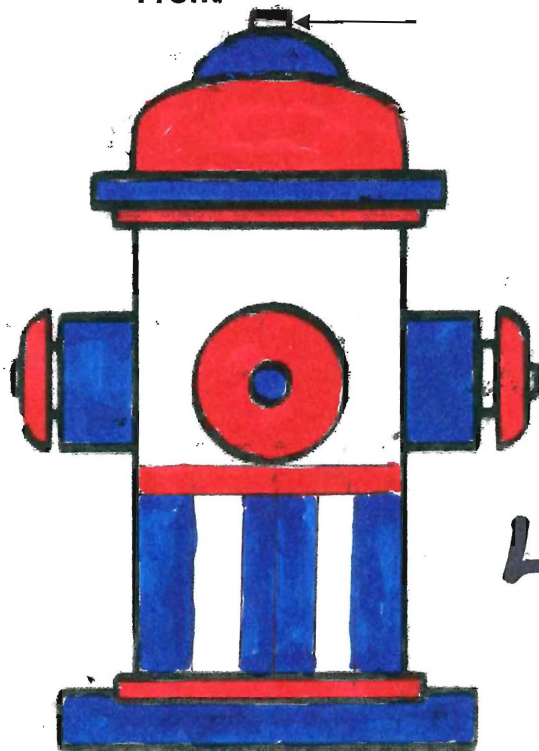


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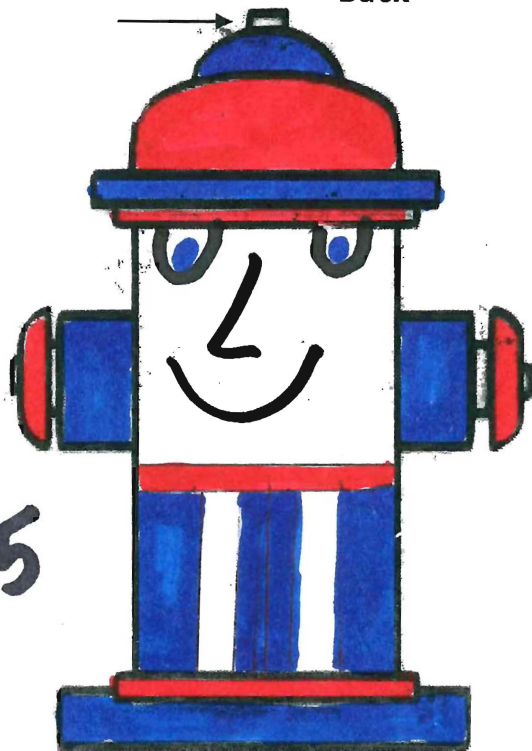


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Front

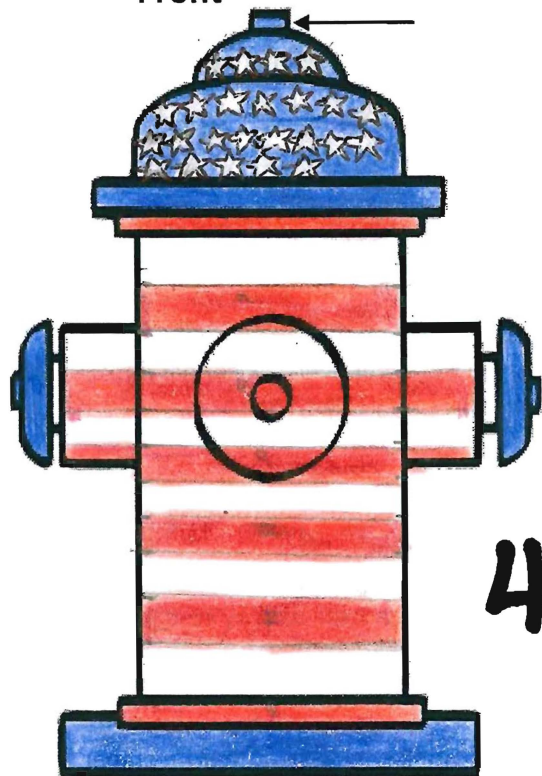


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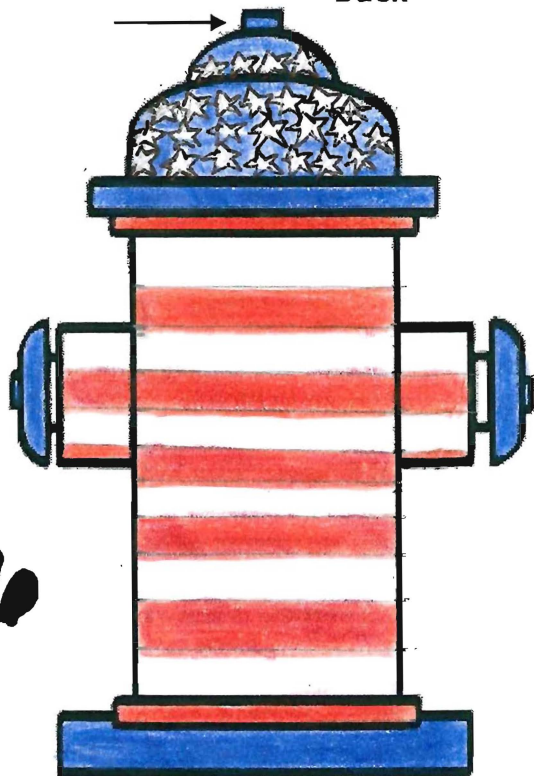


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Front

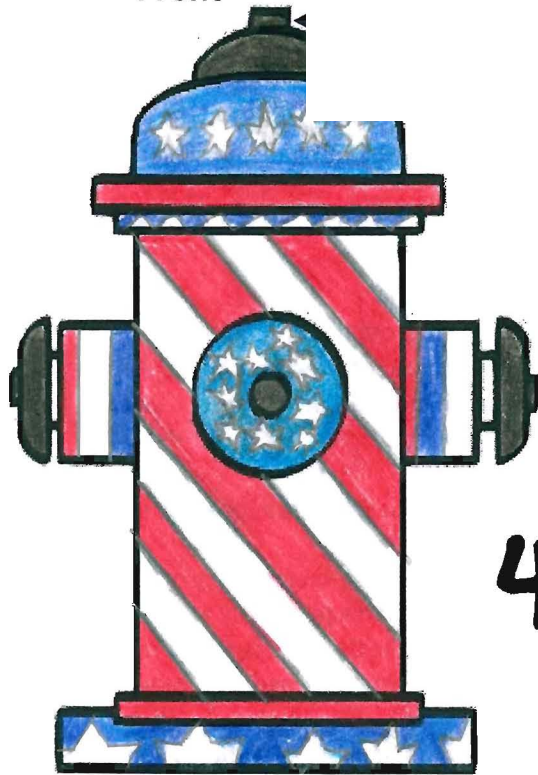


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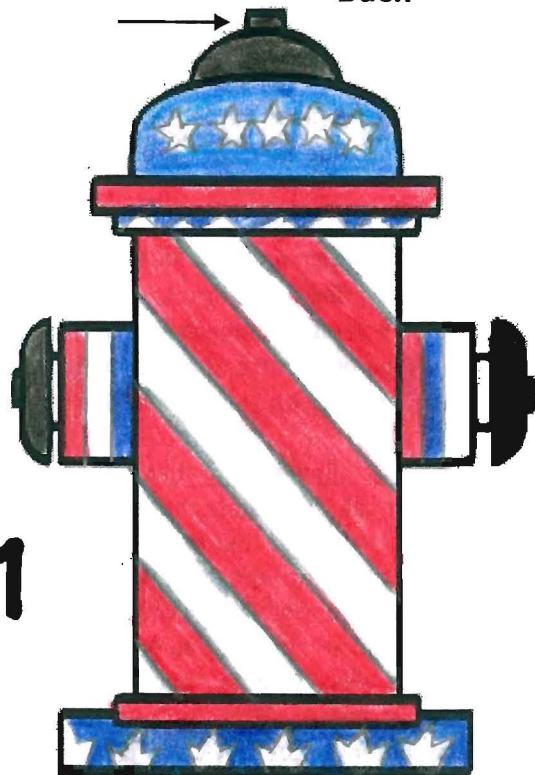


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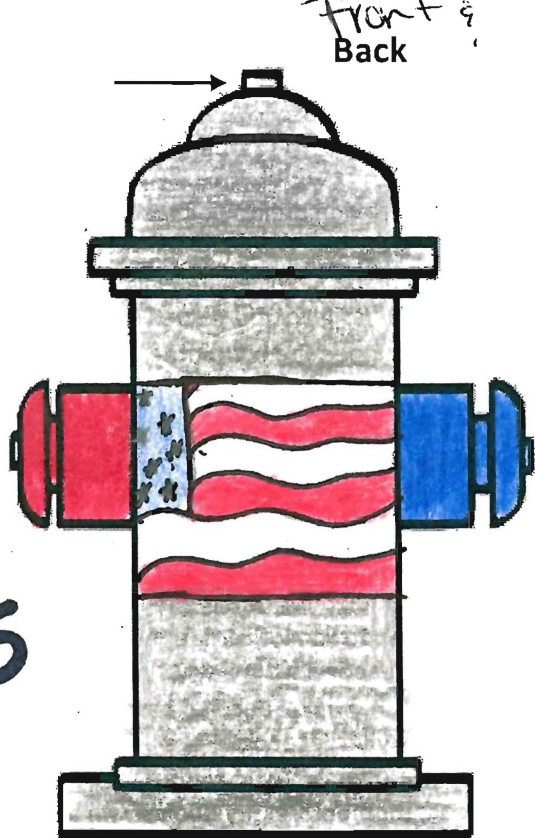
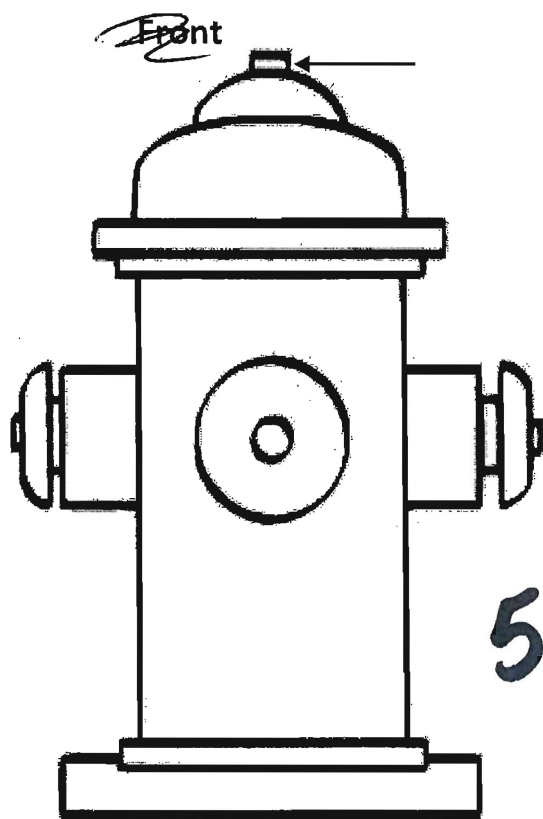
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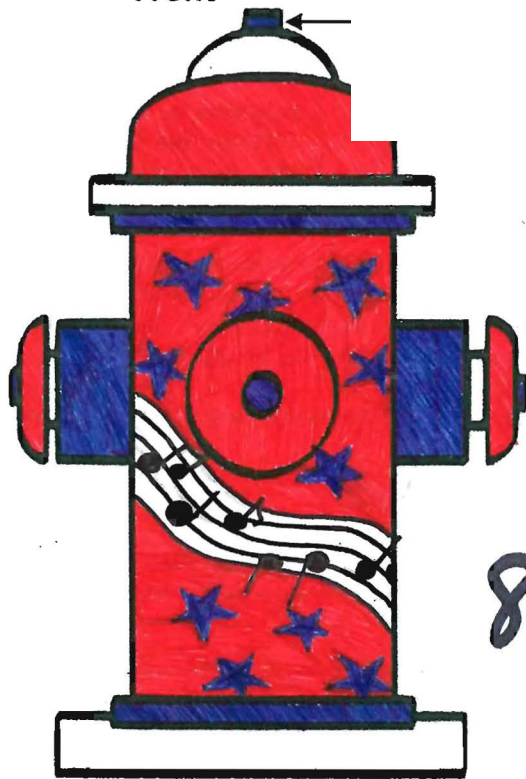


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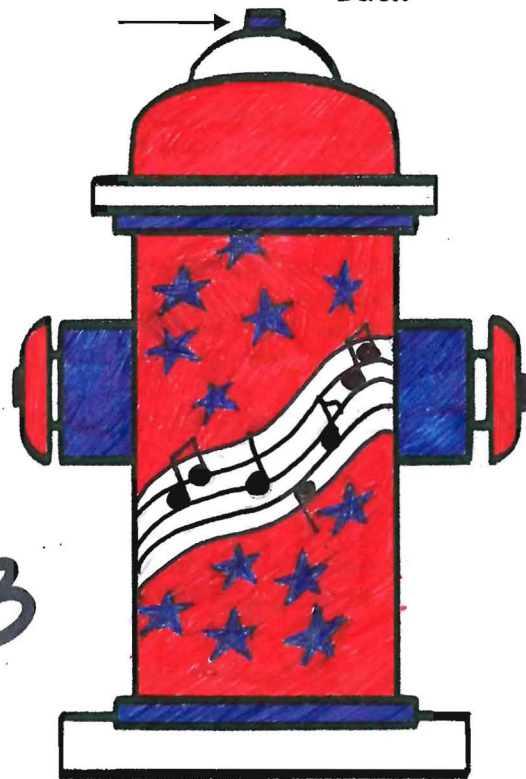


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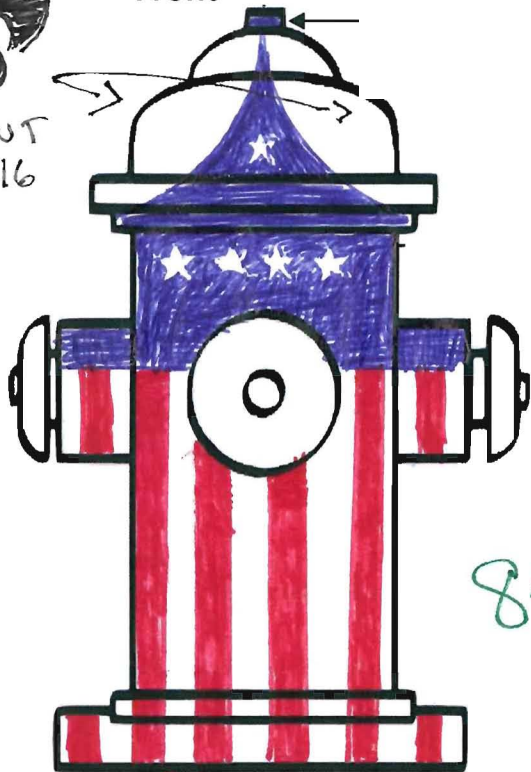
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Use the fire hydrant sketch below to illustrate your proposed Patriotic design:

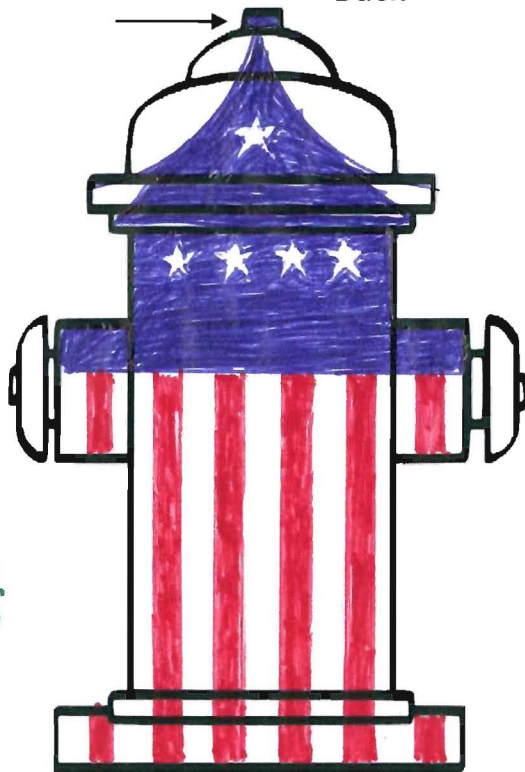


CUB SCOUT
PACK 3116

Front

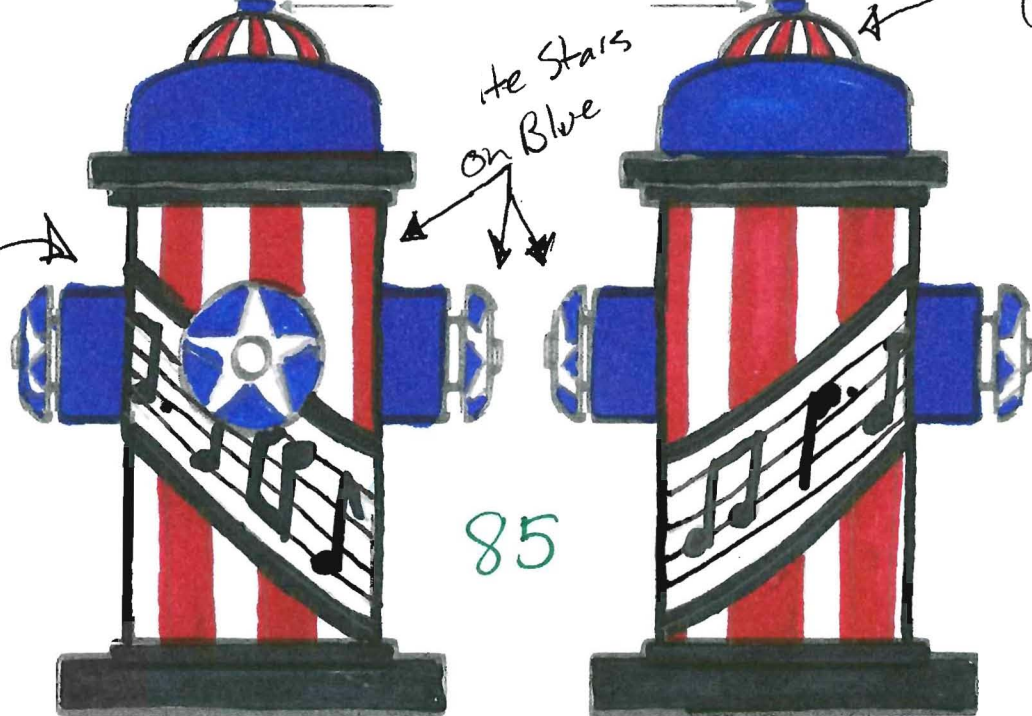


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Musical
Notes to be
first bars of
the national
Anthem.
(Not represented
accurately
in drawing.)

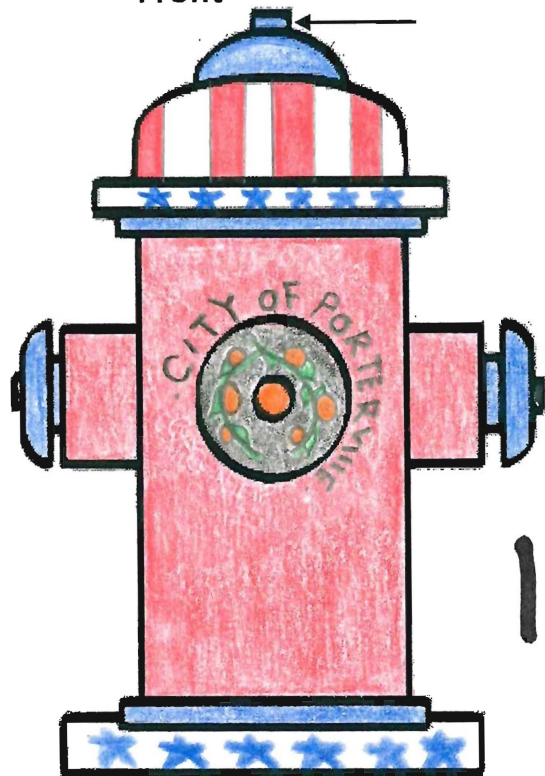


Submit all required items via US mail or in-person
by 5:30 p.m. on September 12, 2016 to:
City of Porterville

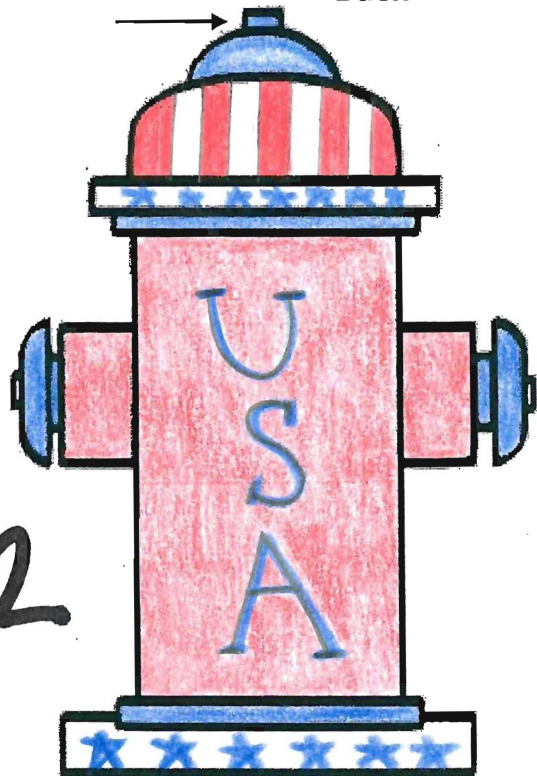
Official Use Only

Application & Waiver Rec'd Date: _____

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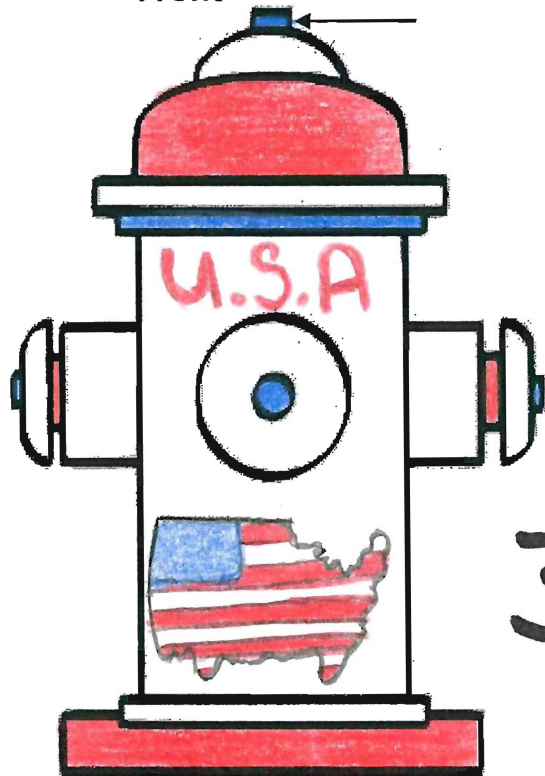


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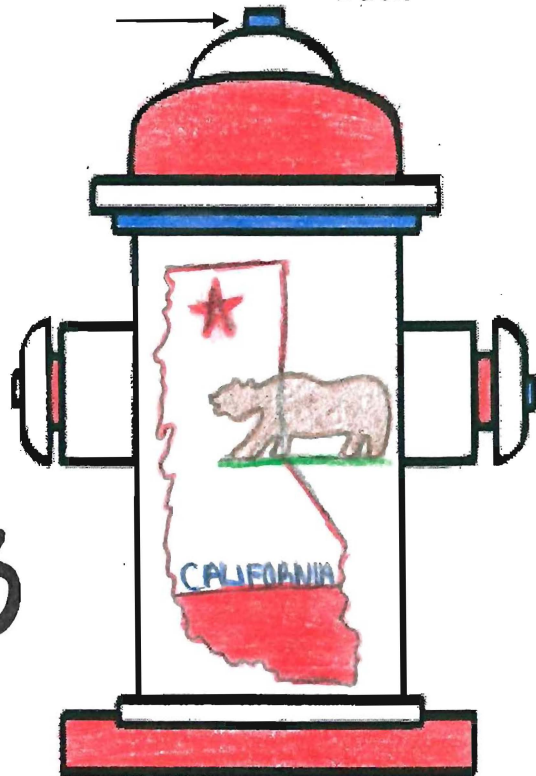


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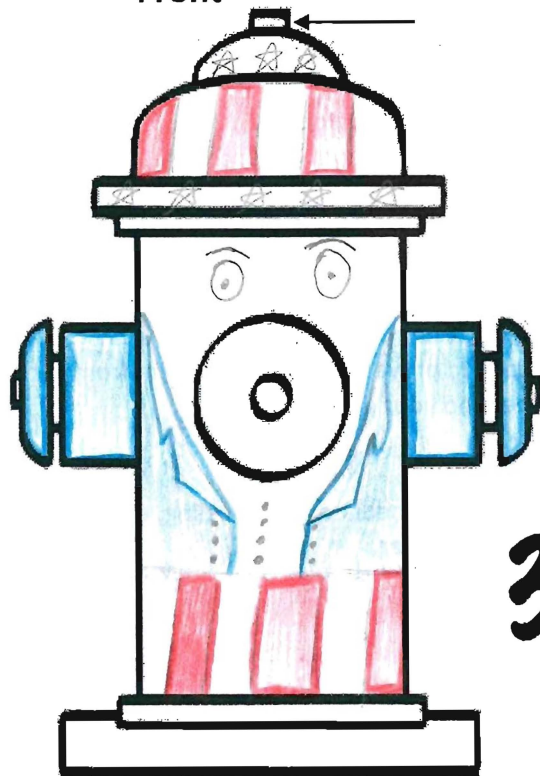


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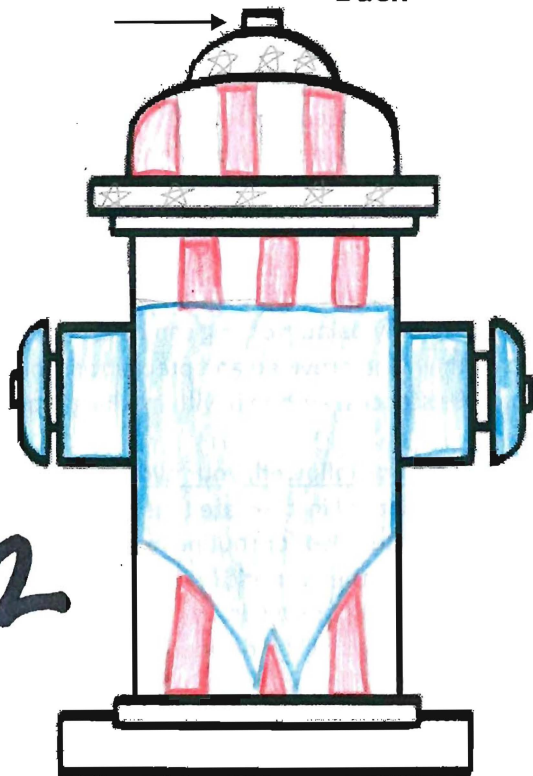


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CITY COUNCIL AGENDA – SEPTEMBER 20, 2016

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that is being considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

At its last meeting on September 6th, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as

having wells that are now dry as a result of the drought. Approximately 30 residences within the city have been determined to currently have dry wells, most of which are concentrated in the vicinity of E. Vandalia Avenue between Main and Plano Streets, and it is anticipated that more could likely occur through the coming summer months. City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry.

Representatives for the City, County, and State (CalOES, DDW, DWR, and SWB) have continued to meet in support of a long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR has identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that are currently served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR is preparing to begin a significant City waterline extension project in late 2016 to permanently connect those 423 residential units to the City's water system. To provide source water for the DWR extension project, CalOES desires to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute, per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and the 80 residential units be included in the water connection project, to which the State has agreed.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its April 5th meeting, which the County Board of Supervisors subsequently approved at their May 10th meeting.

In regards to the status of the new well's development and connection to the City's water distribution system, County staff indicate that the well will be in service and connected to the City's system no later than December 2016. The Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of August 16th, with construction expected to begin in September.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21st, and approved by the

Board of Supervisors on Tuesday, June 28th. With the approval of the MOU, it was anticipated that the State would begin the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2nd.

County OES and the State Division of Drinking Water (DDW) have recently reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. Governor Executive Order
3. City-County Well Agreement
4. Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

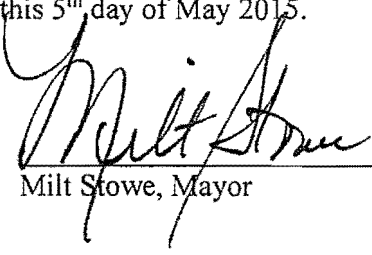
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

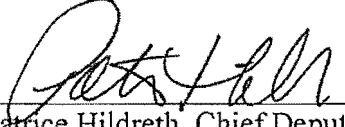
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

EXECUTIVE ORDER B-37-16
MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE

WHEREAS California has suffered through a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by 23.9% between June 2015 and March 2016 and saving enough water during this period to provide 6.5 million Californians with water for one year; and

WHEREAS severe drought conditions persist in many areas of the state despite recent winter precipitation, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely-depleted groundwater basins; and

WHEREAS drought conditions may persist in some parts of the state into 2017 and beyond, as warmer winter temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions; and

WHEREAS these ongoing drought conditions and our changing climate require California to move beyond temporary emergency drought measures and adopt permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change; and

WHEREAS these activities are prioritized in the California Water Action Plan, which calls for concrete, measurable actions that "Make Conservation a California Way of Life" and "Manage and Prepare for Dry Periods" in order to improve use of water in our state.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular California Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

The orders and provisions contained in my January 17, 2014 Emergency Proclamation, my April 25, 2014 Emergency Proclamation, Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 remain in full force and in effect except as modified herein.

State agencies shall update temporary emergency water restrictions and transition to permanent, long-term improvements in water use by taking the following actions.

USE WATER MORE WISELY

1. The State Water Resources Control Board (Water Board) shall, as soon as practicable, adjust emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions across the state. To prepare for the possibility of another dry winter, the Water Board shall also develop, by January 2017, a proposal to achieve a mandatory reduction in potable urban water usage that builds off of the mandatory 25% reduction called for in Executive Order B-29-15 and lessons learned through 2016.
2. The Department of Water Resources (Department) shall work with the Water Board to develop new water use targets as part of a permanent framework for urban water agencies. These new water use targets shall build upon the existing state law requirements that the state achieve a 20% reduction in urban water usage by 2020. (Senate Bill No. 7 (7th Extraordinary Session, 2009-2010).) These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:
 - a. Indoor residential per capita water use;
 - b. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;
 - c. Commercial, industrial, and institutional water use; and
 - d. Water lost through leaks.

The Department and Water Board shall consult with urban water suppliers, local governments, environmental groups, and other partners to develop these water use targets and shall publicly issue a proposed draft framework by January 10, 2017.

3. The Department and the Water Board shall permanently require urban water suppliers to issue a monthly report on their water usage, amount of conservation achieved, and any enforcement efforts.

ELIMINATE WATER WASTE

4. The Water Board shall permanently prohibit practices that waste potable water, such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board and the Department shall direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
6. The Water Board and the Department shall direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission shall order investor-owned water utilities to accelerate work to minimize leaks.
7. The California Energy Commission shall certify innovative water conservation and water loss detection and control technologies that also increase energy efficiency.

STRENGTHEN LOCAL DROUGHT RESILIENCE

8. The Department shall strengthen requirements for urban Water Shortage Contingency Plans, which urban water agencies are required to maintain. These updated requirements shall include adequate actions to respond to droughts lasting at least five years, as well as more frequent and severe periods of drought. While remaining customized according to local conditions, the updated requirements shall also create common statewide standards so that these plans can be quickly utilized during this and any future droughts.
9. The Department shall consult with urban water suppliers, local governments, environmental groups, and other partners to update requirements for Water Shortage Contingency Plans. The updated draft requirements shall be publicly released by January 10, 2017.

10. For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.

IMPROVE AGRICULTURAL WATER USE EFFICIENCY AND DROUGHT PLANNING

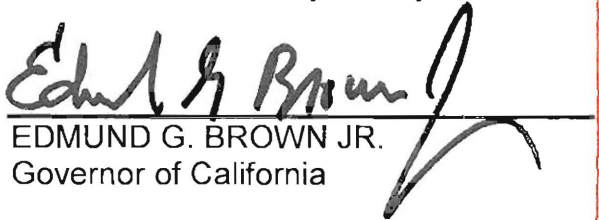
11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods of limited water supply.
12. The Department shall permanently require the completion of Agricultural Water Management Plans by water suppliers with over 10,000 irrigated acres of land.
13. The Department, together with the California Department of Food and Agriculture, shall consult with agricultural water suppliers, local governments, agricultural producers, environmental groups, and other partners to update requirements for Agricultural Water Management Plans. The updated draft requirements shall be publicly released by January 10, 2017.

The Department, Water Board and California Public Utilities Commission shall develop methods to ensure compliance with the provisions of this Executive Order, including technical and financial assistance, agency oversight, and, if necessary, enforcement action by the Water Board to address non-compliant water suppliers.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 9th day of May 2016.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrell Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

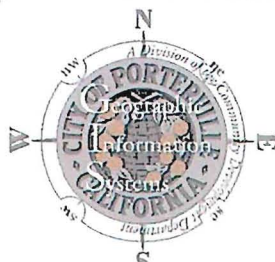
BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

-  East Porterville Project Boundary
 Parcels Within Project Boundary Area (1,776)
 CityLimits
 UDB

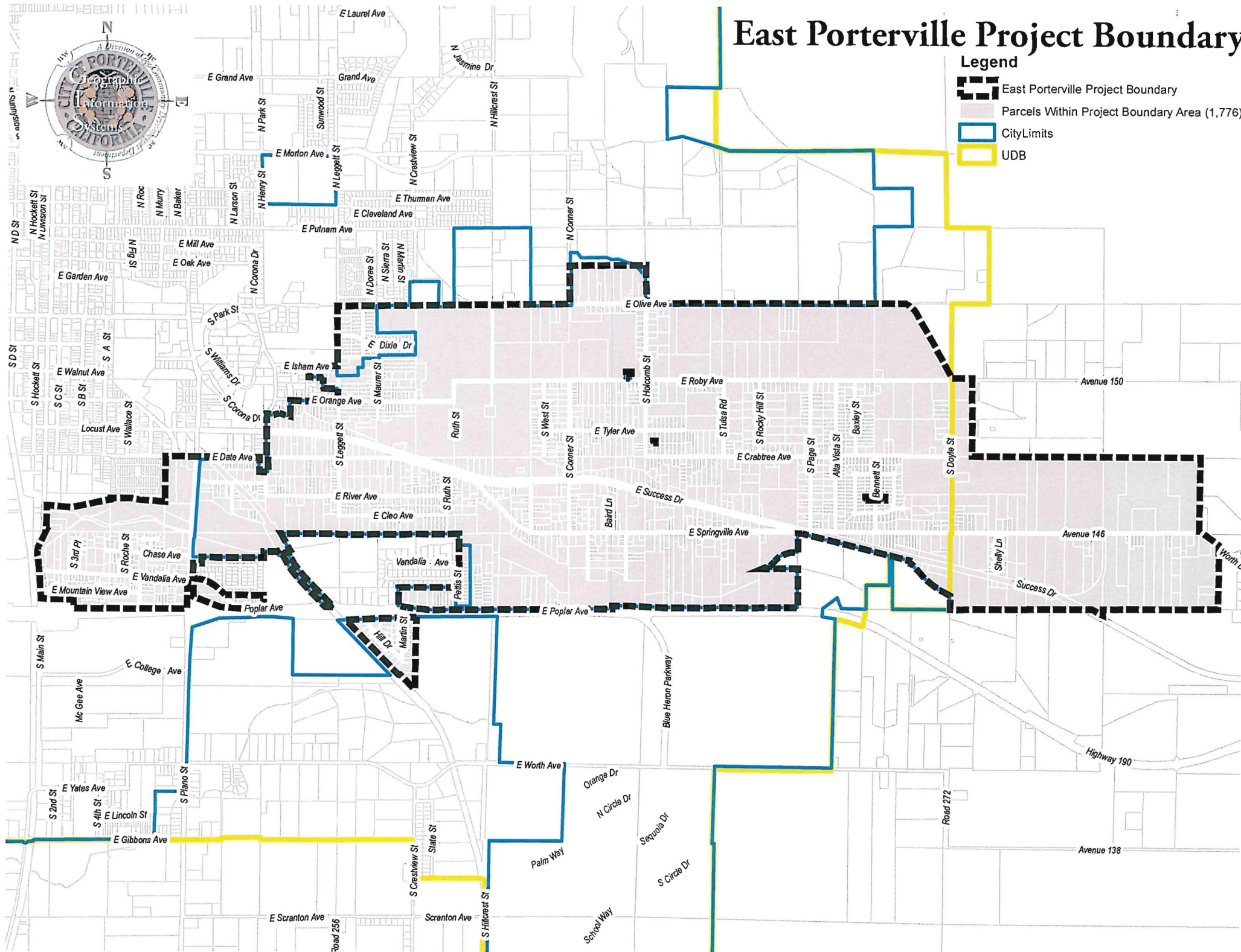


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

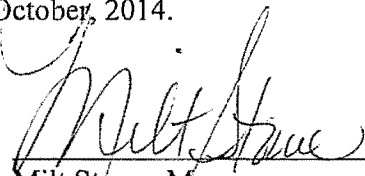
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

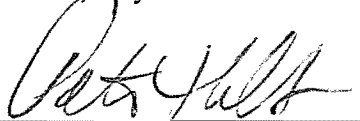
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

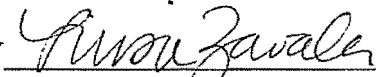
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 
Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

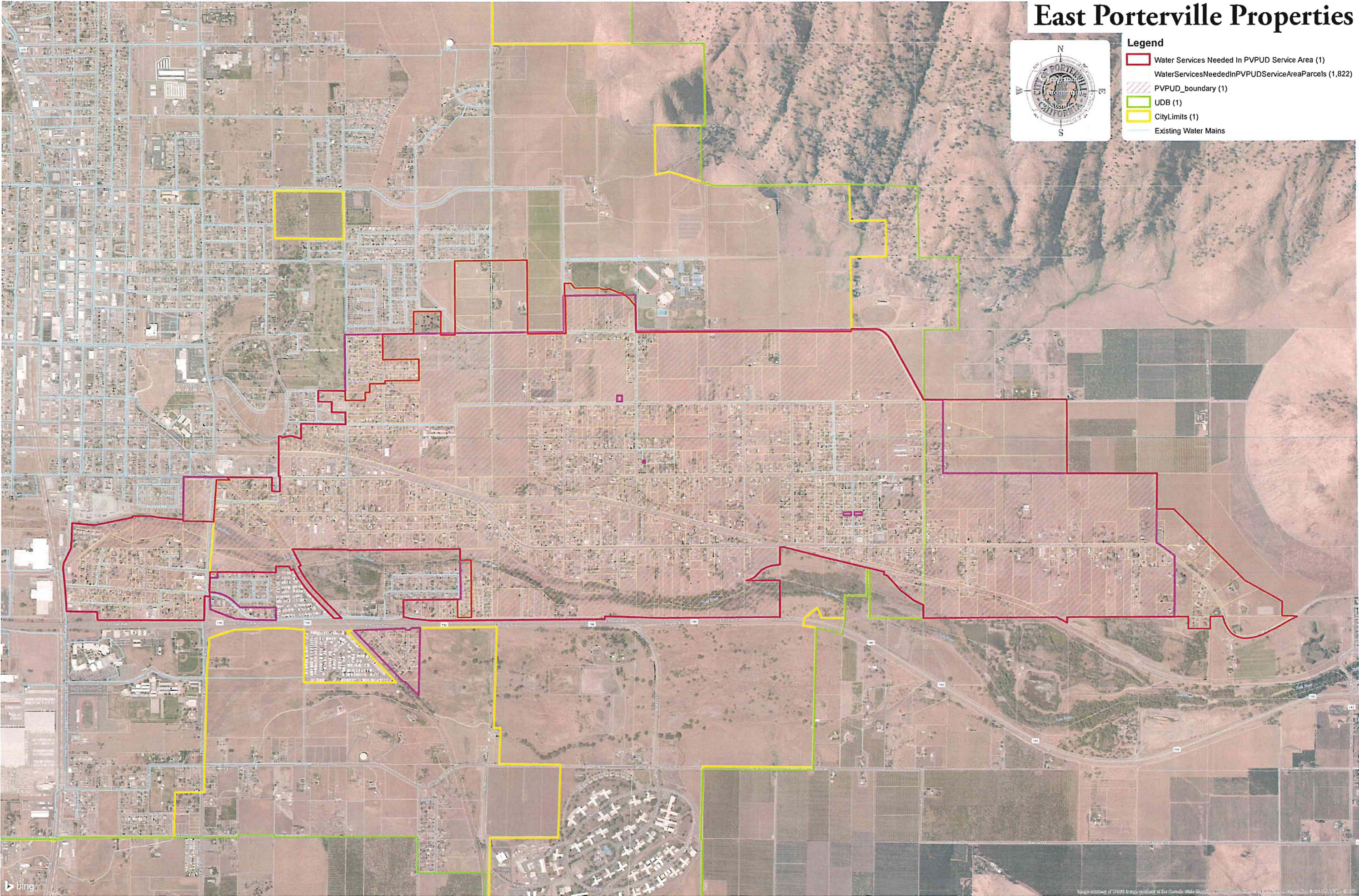
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

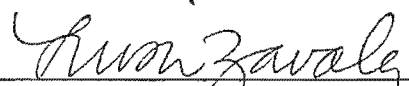

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study

